

THIS TRADEMARK LICENCE AND TLD AUTHORIZATION AGREEMENT (this “Agreement”) is made and is effective as of the Effective Date.

BETWEEN:

OPEN WORLD LEARNING INC.,

a corporation incorporated under the laws of the Province of Ontario
(the “Licensor” or “OWL”)

OF THE FIRST PART

- and -

INTERCAP REGISTRY INC.,

a corporation forming part of the Intercap group of companies described below
(the “Licensee” or “Intercap Registry”)

OF THE SECOND PART

RECITALS

WHEREAS:

A. The Licensor is the owner of the Licensed Marks, including the trademark registrations particularized in Schedule A, together with the goodwill of the business associated with and symbolized by the Licensed Marks.

B. The Licensor carries on a business of developing, providing and operating an online eLearning platform and hosted learning management system providing courses, learning paths, an online community and related educational resources and services for nonprofit organizations and registered charities (the “OWL Business”). The Licensor continuously uses the Licensed Marks in the ordinary course of the OWL Business in connection with the goods and services in respect of which the Licensed Marks are registered.

C. Intercap Holdings Inc. and its affiliated entities (collectively, “Intercap”), directly or indirectly through one or more intermediaries, control both the Licensor and the Licensee, which are Affiliates within the Intercap group of companies. The particulars of the ownership and control structure are set out in a separate confirmation provided by corporate counsel in connection with the Application.

D. By reason of the foregoing, the Licensor and the Licensee are under common control and are Affiliates of one another within the meaning of the Registry Agreement and this Agreement.

E. The Licensee has been designated within the Intercap group as the entity that will submit the Application to the Internet Corporation for Assigned Names and Numbers (“ICANN”) under the 2026 round of ICANN’s New gTLD Program for the delegation of the top-level domain .owl (the “TLD”) and, if the Application is successful, will enter into the Registry Agreement with ICANN and act as Registry Operator of the TLD.

F. The parties intend that the TLD be established, delegated and operated as a .Brand TLD pursuant to Specification 13 to the Registry Agreement, with registrations in the TLD limited as required by Specification 13.

G. The Application is governed by the Applicant Guidebook, and this Agreement is intended to support the Licensee's compliance with the requirements of the Applicant Guidebook applicable to .Brand TLDs.

H. To enable the Licensee to apply for, contract for, operate and administer the TLD, to evidence the Licensee's authority to do so, to support the eligibility of the TLD for designation and continued qualification as a .Brand TLD under Specification 13, and to record the parties' arrangements respecting quality control and the preservation of the Licensor's rights and goodwill in the Licensed Marks, the parties wish to enter into this Agreement.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) now paid by the Licensee to the Licensor, the mutual covenants and agreements in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are irrevocably acknowledged by each party), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, in addition to terms defined elsewhere herein, the following terms have the following meanings:

"Affiliate" means, with respect to any person or entity, a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified; and "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise. This definition is intended to correspond to, and be construed consistently with, the definition of "Affiliate" in the Registry Agreement.

"Application" means the application submitted, or to be submitted, by the Licensee to ICANN under the 2026 round of ICANN's New gTLD Program for the delegation of the TLD, together with all clarifying responses, self-certifications, supporting materials, replacement string elections, variant string applications and .Brand String Change Requests made in connection therewith, and any application identifier assigned by ICANN, as the same may be amended, supplemented or replaced from time to time.

"Applicant Guidebook" means the Applicant Guidebook for the 2026 round of ICANN's New gTLD Program, as amended, supplemented or replaced from time to time.

"Backend Registry Service Provider" or "RSP" means any third party engaged or approved to provide, on behalf of or in support of the Licensee, critical registry functions or other Registry Services for the TLD, including pursuant to ICANN's Registry Service Provider evaluation framework.

"Effective Date" means the date on which this Agreement is executed by the last of the parties to do so, as indicated on the signature page.

"Generic String TLD" has the meaning given to that term in Specification 11 to the Registry Agreement.

"ICANN" means the Internet Corporation for Assigned Names and Numbers, and any successor thereto.

"Licensed Marks" means the OWL trademarks owned by the Licensor, including the principal registration identified in Schedule A, together with all related trademark registrations, applications, renewals,

extensions, continuations, reissues and substitutions, and all equivalent or corresponding trademark rights, in each case whether existing on the Effective Date or acquired or arising during the Term, and in each case to the extent owned by the Licensor. The registration identified in Schedule A is listed by way of identification of the principal registration only, and the Licensed Marks are not limited to that registration. For greater certainty, the goodwill associated with the Licensed Marks is not licensed and remains the exclusive property of the Licensor as provided in Section 6.

“Registry Agreement” means the registry agreement to be entered into between ICANN and the Licensee respecting the TLD upon a successful Application, together with all specifications, exhibits, schedules and appendices thereto (including Specification 13), as the same may be amended, renewed, extended or replaced from time to time.

“Registry Operator” means the Licensee in its capacity as the registry operator of the TLD under the Registry Agreement.

“Registry Services” has the meaning given to that term in the Registry Agreement.

“Specification 13” means Specification 13 (.Brand TLD Provisions) to the Registry Agreement, as the same may be amended in accordance with its terms.

“TLD” means the .owl top-level domain or, if an ICANN-approved replacement string is substituted in accordance with Schedule C, such approved replacement string.

“TMCH” means the Trademark Clearinghouse, and any successor or alternative trademark validation authority appointed by ICANN.

“Trademark Licensee” has the meaning given to that term in Specification 13.

“Use” means, with respect to the Licensed Marks, to use, display, reproduce, apply and promote the Licensed Marks, in each case in connection with the TLD and the Registry Services, in any medium or format now known or later devised, including in word, stylized, logo and machine-readable forms.

1.2 Interpretation. In this Agreement, unless the context otherwise requires: (a) the division into Sections and Schedules and the insertion of headings are for convenience of reference only and do not affect interpretation; (b) words importing the singular include the plural and vice versa, and words importing gender include all genders; (c) the words “include”, “includes” and “including” are not limiting and mean “include without limitation”; (d) a reference to a statute, policy, specification or instrument includes every amendment, restatement or replacement thereof and every regulation or rule made thereunder; (e) a reference to “this Agreement”, “hereto”, “herein” and similar expressions refers to this Agreement as a whole and not to any particular provision; and (f) all dollar amounts are expressed in Canadian dollars unless otherwise stated.

1.3 Schedules. The following Schedules are incorporated into and form part of this Agreement: Schedule A (Licensed Marks); Schedule B (Authorized Registry Activities); Schedule C (ICANN .owl Application); and Schedule D (Specification 13 Compliance Matrix).

2. GRANT OF LICENCE

2.1 Grant. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a worldwide, royalty-free, non-exclusive licence to Use the Licensed Marks in connection with, and to the extent reasonably necessary, useful or incidental to, the application for, prosecution of, evaluation

of, delegation of, establishment of, operation of, promotion of, maintenance of, administration of, and compliance in respect of, the TLD and the Registry Services, including each of the activities set out in Schedule B.

2.2 Sub-licensing. The Licensee may sub-license the rights granted under Section 2.1, in whole or in part, to (a) its Affiliates, (b) Backend Registry Service Providers and other ICANN-approved subcontractors and registrars in accordance with Section 8, and (c) Trademark Licensees in accordance with, and to the extent permitted by, Specification 13, in each case solely for purposes consistent with this Agreement and subject to the quality-control provisions of Section 5. The Licensee shall remain responsible to the Licensor for the compliance of each of its sub-licensees with the applicable terms of this Agreement.

2.3 Reservation of Rights. The licence granted under this Agreement is non-exclusive. All rights in and to the Licensed Marks not expressly granted to the Licensee under this Agreement are reserved to the Licensor. Nothing in this Agreement restricts the Licensor from using, or granting others the right to use, the Licensed Marks for any purpose that does not conflict with the rights granted to the Licensee hereunder.

2.4 No Royalty. The licence granted under this Agreement is royalty-free. Other than the consideration recited above, no fee, royalty or other payment is or shall be payable by the Licensee to the Licensor in respect of the rights granted under this Agreement.

2.5 Purpose; Limited Scope. This Agreement is intended solely to authorize the Licensee to apply for, contract for and operate the .owl TLD. The licence granted under this Agreement is granted solely for purposes relating to the TLD and the Registry Services, and nothing in this Agreement authorizes the Licensee to Use the Licensed Marks in connection with any goods or services that are unrelated to the TLD or the Registry Services.

3. EXPRESS AUTHORIZATION RESPECTING THE TLD

3.1 Authorization. The Licensor hereby expressly authorizes the Licensee, and confirms that the Licensee is and shall be authorized, to do each of the following in its own name in connection with the TLD:

- (a) submit, file and prosecute the Application;
- (b) respond to inquiries, clarifying questions and requests of ICANN and any evaluation panel, including the .Brand TLD Eligibility Evaluation Panel, and make the self-certifications contemplated by ICANN's New gTLD Program and Specification 13;
- (c) submit replacement string elections, variant string applications and .Brand String Change Requests, and participate in any contention resolution, objection or dispute resolution proceedings;
- (d) negotiate, execute, deliver and perform the Registry Agreement (including Specification 13) and any related instruments;
- (e) establish, operate, maintain, administer and promote the TLD and provide the Registry Services;
- (f) renew, extend and, as applicable, amend the Registry Agreement in accordance with its terms;
- (g) communicate and correspond with ICANN and the IANA functions operator in respect of the TLD;
- (h) appoint, engage and supervise Backend Registry Service Providers, subcontractors, registrars and professional advisors in respect of the TLD; and

- (i) take all other actions reasonably required or desirable in connection with the Application and the operation of the TLD.

3.2 Evidence of Authority. The Licensors acknowledge and agree that this Agreement is intended to, and may, be relied upon and submitted to ICANN and any evaluation or dispute resolution panel as evidence (a) of the Licensee's authorization to apply for, contract for and operate the TLD, (b) of the parties' acknowledgment of their Affiliate relationship, together with the supporting corporate documentation submitted in connection with the Application, and (c) in support of the eligibility of the TLD for designation and continued qualification as a .Brand TLD under Specification 13. Upon the reasonable request of the Licensee, the Licensors shall promptly provide to ICANN such further written confirmation of the matters set out in this Agreement as ICANN may reasonably require.

3.3 No Interference. During the Term, the Licensors shall not take, and shall not authorize or assist any other person to take, any action to revoke, withdraw, impair, encumber or interfere with the authorization granted under this Section 3 or the Licensee's conduct of the Application or operation of the TLD, except strictly in accordance with Section 15.

3.4 Exclusive Conduct of the Application. As between the parties, the Licensee has exclusive authority, in its sole discretion, to manage and make all decisions respecting the Application and the TLD, including the preparation, filing and prosecution of the Application, all responses and communications with ICANN, all negotiations, objections and contention resolution, replacement string elections and variant string and .Brand String Change Requests, appeals, and the negotiation, execution and amendment of the Registry Agreement, subject only to the obligations expressly assumed by the Licensee elsewhere in this Agreement.

3.5 No Obligation to Proceed. Nothing in this Agreement obligates the Licensee to continue the Application, to execute the Registry Agreement, or to establish, launch or operate the TLD, except to the extent the Licensee is required to do so under agreements entered into with ICANN.

4. SPECIFICATION 13 .BRAND REGISTRY

4.1 Intended Model. The parties intend and agree that the TLD shall be applied for, designated and operated as a .Brand TLD under Specification 13, and that the Licensee shall operate the TLD in a manner that satisfies the requirements of the definition of a .Brand TLD set out in Specification 13.

4.2 Limitation of Registrations. For so long as the TLD is operated as a .Brand TLD, the Licensee shall ensure that only the Registry Operator, its Affiliates (including the Licensors) and Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD, in each case as required by Specification 13, and the Licensee shall adopt and enforce registration policies for the TLD that give effect to this limitation.

4.3 Maintenance of Eligibility. Throughout the Term, the Licensors shall, and the parties shall cooperate to: (a) maintain the Licensors' ownership of, and the subsistence and validity of, the registrations comprising the Licensed Marks; (b) maintain the recordal of at least one of the Licensed Marks with the TMCH and the availability of a signed mark data file, in each case only to the extent required by ICANN policy or Specification 13; (c) continuously use the Licensed Marks in the ordinary course of the OWL Business in connection with the goods and services in respect of which the Licensed Marks are registered, that business being unrelated to the provision of TLD Registry Services; and (d) provide ICANN with an accurate and complete copy of each relevant trademark registration. The Licensors confirm that each registration comprising the Licensed Marks was issued to the Licensors prior to the filing of the Application.

4.4 Annual Review and Certification. The Licensor shall provide to the Licensee, in a timely manner, such information and assistance as the Licensee may reasonably require to conduct the annual internal reviews, and to deliver to ICANN the annual executive certifications, contemplated by Specification 13 confirming that the TLD continues to meet the requirements of the definition of a .Brand TLD.

4.5 Notice of Changes. Each party shall promptly notify the other in writing of any change of which it becomes aware (including any change in ownership, use or registration of the Licensed Marks, or in the Affiliate relationship) that could reasonably be expected to cause the TLD to fail to meet, or to be disqualified from, the requirements of the definition of a .Brand TLD, so that the parties may cooperate to address the matter.

4.6 Not a Generic String TLD. The parties intend that the TLD qualify, and continue to qualify, as a .Brand TLD. The TLD is not, and the Licensee shall not knowingly operate the TLD as, a Generic String TLD.

4.7 Qualifying Trademark Use. The parties acknowledge that the use of the Licensed Marks on which the qualification of the TLD as a .Brand TLD depends is the Licensor's continuous use of the Licensed Marks in the ordinary course of the OWL Business, in connection with the goods and services in respect of which the Licensed Marks are registered, that business being unrelated to the provision of TLD Registry Services; and not the Licensee's use of the Licensed Marks in applying for, operating or administering the TLD.

4.8 Trademark Licensees. Any sub-licence to a Trademark Licensee under Section 2.2(c) must satisfy the conditions applicable to Trademark Licensees under Specification 13, including that the sub-licence: (a) is valid under applicable law; (b) is for the use of the Licensed Marks in the regular course of the Trademark Licensee's business outside the provision of TLD Registry Services, and not primarily to enable the registration or use of domain names in the TLD; (c) requires continuous use of the Licensed Marks throughout the Term; and (d) requires that domain names in the TLD registered to the Trademark Licensee be used for the promotion, support, distribution, sale or other services reasonably related to the goods or services identified in the trademark registration.

5. QUALITY CONTROL AND PRESERVATION OF GOODWILL

5.1 Control. The Licensor has, and shall exercise, direct or indirect control over the character and quality of the goods and services provided, and the materials distributed, in association with the Licensed Marks by or on behalf of the Licensee under this Agreement. The parties acknowledge and intend that, in addition to the controls set out in this Section 5, the Licensor exercises control over the character and quality of such goods and services by virtue of the common control of the Licensor and the Licensee described in the recitals, such that the licence granted under this Agreement is, and is intended to satisfy the requirements of, a licence within the meaning of section 50 of the Trademarks Act (Canada) and the requirements applicable to controlled licensing under the laws of the United States, and is not a naked or uncontrolled licence.

5.2 Standards. The Licensee shall Use the Licensed Marks only in a manner that is consistent with the quality standards, trademark usage guidelines and brand requirements communicated by the Licensor to the Licensee from time to time, acting reasonably, and in a manner that preserves and enhances the value of, and goodwill associated with, the Licensed Marks.

5.3 Inspection. Upon reasonable prior written notice, and not more than necessary to verify compliance, the Licensor may inspect, and the Licensee shall provide representative samples of, the Licensee's Use of the Licensed Marks for the purpose of verifying compliance with this Section 5.

5.4 Goodwill. All use of the Licensed Marks by the Licensee, and all goodwill arising from such use, enures and shall enure exclusively to the benefit of the Licensor. To the extent any such goodwill or rights vest in the Licensee by operation of law, the Licensee hereby assigns the same to the Licensor, and shall execute such further instruments as the Licensor may reasonably request to give effect to the foregoing.

5.5 Deemed Compliance. Without limiting the foregoing, the Licensee's compliance with the Registry Agreement, Specification 13, ICANN's Consensus Policies and the Licensee's documented registry operating procedures constitutes evidence of compliance with the quality standards contemplated by this Agreement.

6. OWNERSHIP OF THE LICENSED MARKS

6.1 Acknowledgement. The Licensee acknowledges and agrees that, as between the parties: (a) the Licensor is the sole and exclusive owner of all right, title and interest in and to the Licensed Marks; (b) all goodwill associated with or symbolized by the Licensed Marks belongs exclusively to the Licensor; and (c) nothing in this Agreement transfers, or shall be construed to transfer, to the Licensee any ownership interest in the Licensed Marks, the licence granted hereunder being a permission to Use the Licensed Marks only.

6.2 No Challenge. During the Term and thereafter, the Licensee shall not, directly or indirectly, challenge or assist any third party in challenging the validity, enforceability or the Licensor's ownership of the Licensed Marks, nor apply to register, use or adopt any trademark, trade name or domain name that is confusingly similar to the Licensed Marks, except for the registration and operation of the TLD and domain names within the TLD as contemplated by this Agreement.

7. REGISTRY OPERATIONS AND PERMITTED USES

7.1 Permitted Uses. Without limiting Section 2.1, the Licensee is authorized to Use the Licensed Marks in connection with the operation of the TLD, including: within and as the TLD string; in the provision of Registry Services; in materials, forms, applications and communications submitted to or required by ICANN; in registration data directory services, including WHOIS and RDAP records; in registry policies, registry-registrar agreements and registration agreements; in the technical operation, DNS resolution, security and stability functions of the TLD; and in marketing, websites and promotional materials relating to the TLD, in each case in a manner consistent with Section 5.

8. BACKEND REGISTRY SERVICE PROVIDERS AND SUBCONTRACTORS

8.1 Authorization. The Licensor authorizes the Licensee to permit Backend Registry Service Providers, ICANN-approved subcontractors and registrars to Use the Licensed Marks to the extent reasonably necessary to perform Registry Services or other functions in support of the TLD on behalf of, or as authorized by, the Licensee. Any such Use shall be limited to purposes relating to the TLD, shall be subject to the quality-control provisions of Section 5, and shall not confer on any such party any right, title or interest in the Licensed Marks. The Licensee shall remain responsible to the Licensor for the compliance of each such party with the applicable terms of this Agreement.

9. COOPERATION AND FURTHER ASSURANCES

9.1 Cooperation. Each party shall, at the reasonable request of the other and at the requesting party's expense (save where this Agreement provides otherwise), promptly: (a) execute and deliver such further agreements, instruments, certificates, consents and documents; (b) respond to requests of ICANN and any evaluation or dispute resolution panel; (c) provide such evidence and supporting materials; and (d) provide such assistance in connection with Specification 13 matters and any audit, review or compliance process, in each case as may be reasonably necessary or desirable to give effect to the intent of this Agreement, to support the Application, and to obtain and maintain the designation and qualification of the TLD as a .Brand TLD.

10. ENFORCEMENT

10.1 Notice. Each party shall promptly notify the other in writing upon becoming aware of any actual, suspected or threatened infringement, dilution, passing off or other unauthorized use of the Licensed Marks, or of any claim that the Licensed Marks infringe the rights of any third party.

10.2 Conduct of Proceedings. The Licensor shall have the sole right, but not the obligation, to determine whether and how to enforce the Licensed Marks and to control the conduct and settlement of any proceeding relating to the Licensed Marks. The Licensee may take action against misuse of the Licensed Marks within or in respect of the TLD with the Licensor's prior written consent, not to be unreasonably withheld. The Licensee shall provide reasonable cooperation to the Licensor in any such proceeding, at the Licensor's expense.

10.3 Recoveries. Any damages or other amounts recovered in any proceeding relating to the Licensed Marks shall belong to the party that controlled the proceeding, after reimbursement of the other party's reasonable out-of-pocket costs incurred at the controlling party's request.

11. CONFIDENTIALITY

11.1 Obligation. Each party shall keep confidential, and shall not use except for purposes of this Agreement, all non-public information of the other party disclosed in connection with this Agreement, and shall protect such information using at least the same degree of care it uses to protect its own confidential information of like nature.

11.2 Exceptions. The obligations in Section 11.1 do not apply to information that: (a) is or becomes publicly available other than through breach of this Agreement; (b) is lawfully received from a third party without restriction; (c) is independently developed without use of the other party's confidential information; or (d) is required to be disclosed by law, by a governmental or regulatory authority, or to ICANN or any evaluation or dispute resolution panel in connection with the Application, the Registry Agreement or Specification 13, provided that the disclosing party discloses only that portion legally required and, where permitted, gives reasonable advance notice to the other party.

12. REPRESENTATIONS AND WARRANTIES

12.1 Mutual. Each party represents and warrants to the other that: (a) it is duly organized and validly existing under the laws of its jurisdiction of organization; (b) it has the corporate power and authority to enter into and perform this Agreement; and (c) this Agreement has been duly authorized, executed and

delivered by it and is enforceable against it in accordance with its terms, subject to applicable laws affecting creditors' rights generally and to equitable principles.

12.2 By the Licensor. The Licensor further represents and warrants to the Licensee that: (a) it is the owner of the Licensed Marks; (b) the registrations comprising the Licensed Marks are subsisting and were issued to the Licensor prior to the filing of the Application; (c) it uses the Licensed Marks continuously in the ordinary course of the OWL Business, which business is unrelated to the provision of TLD Registry Services; and (d) it has not granted, and shall not during the Term grant, any licence or other right in the Licensed Marks that conflicts with, or would impair, the rights granted to the Licensee under this Agreement; and (e) the execution, delivery and performance of this Agreement do not violate or conflict with any existing trademark licence, coexistence agreement, settlement agreement or court order affecting the Licensed Marks.

12.3 By the Licensee. The Licensee further represents and warrants to the Licensor that it shall apply for, and (if the Application is successful) operate, the TLD in compliance in all material respects with the Registry Agreement, Specification 13, ICANN's consensus policies and temporary policies, and applicable law.

13. COVENANTS

13.1 By the Licensor. During the Term, the Licensor shall, in each case to the extent commercially reasonable: (a) maintain the registrations comprising the Licensed Marks and respond to and prosecute office actions in respect of the applications comprising the Licensed Marks; (b) renew the registrations comprising the Licensed Marks as and when due; (c) maintain the recordal and eligibility of at least one of the Licensed Marks with the TMCH, to the extent required by ICANN policy or Specification 13; (d) take commercially reasonable steps to preserve the validity and enforceability of the Licensed Marks; (e) continue to use the Licensed Marks in the ordinary course of the OWL Business; and (f) cooperate as contemplated by Sections 4 and 9 to support the Application and the qualification of the TLD as a .Brand TLD. The Licensor shall not knowingly abandon or allow to lapse any registration comprising the Licensed Marks that is necessary to maintain the qualification of the TLD as a .Brand TLD without first consulting the Licensee and, where reasonably practicable, obtaining the Licensee's prior written consent, not to be unreasonably withheld.

13.2 By the Licensee. During the Term, the Licensee shall: (a) comply in all material respects with the Registry Agreement, Specification 13, ICANN's policies and applicable law; (b) Use the Licensed Marks only as permitted by, and in accordance with, this Agreement; and (c) observe the quality standards and brand requirements contemplated by Section 5.

13.3 Indemnification. The Licensee shall indemnify, defend and hold harmless the Licensor and its directors, officers, employees and agents from and against any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees and disbursements) arising out of or resulting from any claim, demand, action or proceeding brought by a third party (including any claim by ICANN) to the extent resulting from the Licensee's breach of its covenants under this Agreement. The Licensor shall promptly notify the Licensee in writing of any such claim, and the Licensee shall have the right to assume and control the defence and settlement thereof with counsel of its choosing; provided that the Licensee shall not, without the Licensor's prior written consent (not to be unreasonably withheld), agree to any settlement that imposes any non-monetary obligation or liability on, or requires any admission of fault by, the Licensor. The

Licensor may participate in the defence with its own counsel at its own expense and shall, at the Licensee's expense, provide the Licensee with reasonable cooperation in the defence of any such claim.

14. TERM

14.1 Term. This Agreement takes effect on the Effective Date and, unless earlier terminated strictly in accordance with Section 15, continues in force for so long as the Licensee is (a) the applicant for the TLD under the Application, or (b) the Registry Operator of the TLD under the Registry Agreement (including any renewal, extension or replacement thereof) (the "Term"). For greater certainty, this Agreement may not be terminated by the Licensor on notice except as expressly provided in Section 15.

15. TERMINATION

15.1 Limited Termination Rights. This Agreement may be terminated prior to the expiry of the Term only as follows:

- (a) by the mutual written agreement of the parties;
- (b) by a party, at any time five (5) years after the Effective Date, for convenience upon 90 days notice;
- (c) by a party, if the other party is in material breach of this Agreement and fails to cure that breach within thirty (30) calendar days after receipt of written notice describing the breach in reasonable detail (or, where the breach is capable of cure but not reasonably curable within thirty (30) days, within such longer period as is reasonable provided the breaching party commences and diligently pursues a cure);
- (d) by a party, if the other party becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of bankruptcy, receivership or analogous proceedings that are not dismissed within sixty (60) calendar days; or
- (e) by either party, if the Affiliate relationship between the Licensor and the Licensee permanently ceases to exist, subject to Section 15.2.

15.2 Loss of Affiliate Relationship. If the Affiliate relationship between the parties ceases, the parties shall first negotiate in good faith, for a period of not less than ninety (90) calendar days, to put in place an alternative arrangement that preserves the operation of the TLD and its qualification (or orderly transition from qualification) as a .Brand TLD, including, where appropriate and permitted, a written trademark licence under which the Licensee or its successor qualifies as a Trademark Licensee or continued operator consistent with Specification 13. This Agreement shall continue in force during such negotiation period and, if an alternative arrangement is reached, on the terms so agreed.

15.3 Preservation of Registry Stability. Notwithstanding any other provision of this Agreement, no termination of this Agreement shall: (a) be effective to the extent it would cause the Licensee to breach, or be in default under, the Registry Agreement; (b) require the Licensee to cease Using the Licensed Marks in a manner that would compromise the stability, security or continued operation of the TLD or the Registry Services; or (c) take effect during, and in a manner that would frustrate, any transition of the TLD conducted in accordance with the Registry Agreement. To the extent necessary to give effect to this Section, the licence granted under Section 2 (limited to uses essential to the continued operation and orderly transition of the TLD) shall survive any termination for so long as the Licensee remains the Registry Operator or until an ICANN-directed transition of the TLD is completed.

15.4 Internal Reorganizations. No internal corporate reorganization, amalgamation, continuance, arrangement or similar restructuring of either party or within the Intercap group shall, of itself, terminate this Agreement or constitute a cessation of the Affiliate relationship, so long as the Licensor and the Licensee remain Affiliates following such restructuring. The parties shall cooperate to preserve the qualification of the TLD as a .Brand TLD and its eligibility under Specification 13 following any such restructuring. Any loss of Affiliate status shall trigger the cooperation obligations in Section 15.2 before any termination under Section 15.1(e).

16. EFFECT OF TERMINATION

16.1 Wind-Down. Upon the expiry or termination of this Agreement, except as provided in Section 15.3 and Section 16.3, the Licensee shall cease all Use of the Licensed Marks within a commercially reasonable transition period and shall not thereafter Use the Licensed Marks, save as required to give effect to an orderly transition of the TLD.

16.2 Continued Cooperation. Following expiry or termination, each party shall continue to provide such cooperation to the other, and to ICANN, as is reasonably required in connection with the Registry Agreement, Specification 13 and any transition of the TLD, including the provision of consents and confirmations reasonably required to protect the stability of the TLD.

16.3 Survival. Sections 5 (Quality Control and Preservation of Goodwill, as to accrued goodwill), 6 (Ownership), 10 (Enforcement), 11 (Confidentiality), 16 (Effect of Termination) and 17 (General), together with Section 15.3, and any other provision which by its nature is intended to survive, survive the expiry or termination of this Agreement.

16.4 No Suspension of Operations. The expiry or termination of this Agreement shall not, of itself, require the suspension of registry operations for the TLD or affect domain names already registered in the TLD, except as required by the Registry Agreement, mandatory ICANN requirements or an approved transition of the TLD.

16.5 ICANN Continued Operations. Nothing in this Agreement limits or affects ICANN's rights under any Continued Operations Instrument for the TLD, or the appointment or operation of an Emergency Back-End Registry Operator in respect of the TLD, and the Licensor shall not assert any right under this Agreement so as to impair the maintenance and operation of the TLD by ICANN or its designee in such circumstances.

17. GENERAL

17.1 Entire Agreement. This Agreement, together with its Schedules, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings and representations, whether written or oral. Notwithstanding the foregoing, this Agreement does not exclude or supersede any supporting trademark consents, corporate counsel confirmations, affiliate confirmation letters or corporate resolutions provided in connection with the Application, each of which is complementary to, and to be read together with, this Agreement.

17.2 Amendment. No amendment to this Agreement is effective unless made in writing and signed by both parties.

17.3 Assignment. Following notice to the Licensor, the Licensee may assign or transfer this Agreement, without the Licensor's consent, to an Affiliate or in connection with (a) any amalgamation, continuance,

corporate reorganization or similar restructuring of the Licensee, (b) a sale or transfer of all or substantially all of the registry assets relating to the TLD, or (c) a permitted assignment of the Registry Agreement, provided that: (x) the assignee or successor agrees in writing to be bound by this Agreement; (y) no such assignment expands the scope of the licence granted hereunder; and (z) said assignment is not to a direct competitor of Licensor. Otherwise, neither party may assign this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. This Agreement enures to the benefit of and binds the parties and their respective permitted successors and assigns.

17.4 Further Assurances. Each party shall execute and deliver such further documents and do such further acts as may be reasonably required to give effect to this Agreement.

17.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith a valid replacement provision that most nearly reflects the original intent.

17.6 Waiver. No waiver of any provision of this Agreement is effective unless in writing, and no waiver constitutes a waiver of any other provision or of the same provision on another occasion.

17.7 Notices. Any notice or other communication under this Agreement must be in writing and is sufficiently given if delivered by hand or courier, or sent by electronic mail, to the following addresses (or such other address or email address as a party may designate by notice given in accordance with this Section):

to the Licensor:

Open World Learning Inc.

Address: 261 Davenport, Suite 200, Toronto, ON M5R 1K3

Attention: Jason Chapnik, Director

Email: jason@intercap.com

to the Licensee:

Intercap Registry Inc.

Address: 12 Crystal Drive, P.O. Box 30564, Grand Cayman KY1-1203

Attention: Gonzalo Jalles, Director

Email: gonzalo@intercap.inc

A notice is deemed to have been given: if delivered by hand or courier, on the day of delivery (or, if that day is not a business day, on the next business day); and if sent by electronic mail, on the day sent (or, if sent after 5:00 p.m. local time at the place of receipt or on a day that is not a business day, on the next business day).

17.8 No Third-Party Beneficiaries. Except as expressly provided in Section 3.2 (under which ICANN and any applicable evaluation or dispute resolution panel may rely on this Agreement as evidence), this Agreement does not confer any rights on any person other than the parties.

17.9 Relationship of the Parties. Nothing in this Agreement creates a partnership, joint venture or agency relationship between the parties, except to the limited extent of the authorizations expressly granted herein.

17.10 Independent Legal Advice. Each party acknowledges that it has had the opportunity to obtain independent legal advice with respect to this Agreement and has either obtained such advice or voluntarily declined to do so.

17.11 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Cayman Islands. The parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the Cayman Islands.

17.12 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Delivery of an executed counterpart by electronic transmission, and execution by electronic signature, is as effective as delivery of a manually executed original.

17.13 ICANN Requirements Prevail. If and to the extent that compliance with this Agreement would require the Licensee to breach the Registry Agreement or any mandatory ICANN requirement, the Registry Agreement and such mandatory ICANN requirement prevail, and the parties shall cooperate in good faith to amend this Agreement to the minimum extent necessary to preserve compliance with ICANN requirements while giving effect, so far as possible, to the parties' original intent.

17.14 Changes to ICANN Requirements. If Specification 13 or any other mandatory ICANN requirement applicable to the TLD is materially amended, replaced or supplemented, the parties shall cooperate in good faith to amend this Agreement as reasonably necessary to conform to and maintain compliance with such requirements and to preserve the qualification of the TLD as a .Brand TLD.

17.15 Registry Independence. Nothing in this Agreement makes the Licensor responsible for the provision of Registry Services or for compliance with the Registry Agreement. All obligations to ICANN in respect of the TLD are and remain those of the Licensee.

17.16 Registry Intellectual Property. Nothing in this Agreement affects the ownership of any registry software, registry systems, registry databases, registry policies or operational documentation used or developed in connection with the TLD, all of which remain the property of the Licensee or its licensors. The licence granted under this Agreement is limited to the Licensed Marks.

17.17 No Implied Licence. Except for the rights expressly granted in this Agreement, no licence or other right in or to the Licensed Marks or any other intellectual property of a party is granted, whether by implication, estoppel, exhaustion or otherwise.

17.18 Force Majeure. Neither party is liable for any failure or delay in performing its obligations under this Agreement (other than obligations to pay money) to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, labour disputes, failures of telecommunications or internet infrastructure, governmental action, or changes in ICANN requirements, provided that the affected party uses commercially reasonable efforts to mitigate the effects and to resume performance.

17.19 Public Announcements. Neither party shall issue any press release or make any public announcement concerning this Agreement or its subject matter without the prior written consent of the other party, except as required by law or by ICANN, in which case the disclosing party shall, to the extent permitted, provide reasonable advance notice to the other party.

17.20 ICANN-Requested Revisions. If ICANN requests revisions to this Agreement that are reasonably necessary to support or maintain the Application or the qualification of the TLD as a .Brand TLD, neither party shall unreasonably withhold, condition or delay its agreement to such revisions.

17.21 Future ICANN Processes. Nothing in this Agreement prevents or restricts the parties from jointly pursuing, should they jointly elect to do so, any ICANN-approved process in respect of the TLD, including, without limitation, a Registry Services Evaluation Process (RSEP), an amendment to any Specification, or an amendment to the Registry Agreement.

17.22 Good-Faith Cooperation. The parties shall cooperate in good faith in responding to reasonable requests by ICANN or the .Brand TLD Eligibility Evaluation Panel for clarification or supplemental information relating to the Application or the qualification of the TLD as a .Brand TLD.

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

OPEN WORLD LEARNING INC. (Licensor)  _____ Name: Jason Chapnik Title: Director Date: July 25, 2026 <i>I have authority to bind the Corporation.</i>	INTERCAP REGISTRY INC. (Licensee)  _____ Name: Gonzalo Jalles Title: Director Date: July 25, 2026 <i>I have authority to bind the Corporation.</i>
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SCHEDULE “A”
LICENSED MARKS

The Licensed Marks include the following principal trademark registration, together with the additional rights described at the end of this Schedule A. The registration identified below is listed by way of identification only, and the Licensed Marks are not limited to it.

Benelux Trademark – OWL	
Mark	OWL (Word Mark)
Owner	Open World Learning Inc. (Ontario corporation)
Jurisdiction	Benelux (Benelux Office for Intellectual Property)
Registration No.	1554017
Application No.	1554017
Filed	July 23, 2026
Registered	July 24, 2026
Expiry	July 23, 2036
Services (Cl. 41)	Education and training services provided exclusively to charitable, non-profit and not-for-profit organisations, namely education and training of their staff, volunteers, board members and other persons working for or with such organisations; providing information, educational materials, online non-downloadable educational materials and educational certificates, all exclusively in connection with the aforesaid services.

The registration identified above is the principal registration comprising the Licensed Marks and does not limit the Licensed Marks. The Licensed Marks include all associated common law trademark rights, trade names, service marks and logos, and all registrations, applications, renewals, extensions, continuations, reissues and substitutions thereof, and all rights to register, maintain, enforce and protect the same throughout the world, whether existing on the Effective Date or acquired during the Term. All goodwill associated with or symbolized by the Licensed Marks is and remains the exclusive property of the Licensor and is not licensed under this Agreement.

SCHEDULE “B”

AUTHORIZED REGISTRY ACTIVITIES

The Licensee is authorized to Use the Licensed Marks in connection with the following activities relating to the TLD, in each case subject to the terms of this Agreement:

1. preparing, submitting and prosecuting the Application, and making all related self-certifications, clarifying responses and string-related requests;
2. negotiating, executing, performing, renewing and amending the Registry Agreement, including Specification 13;
3. establishing, operating, maintaining and administering the TLD and providing the Registry Services;
4. operating the DNS, name servers, DNSSEC, and security and stability functions for the TLD;
5. publishing and operating registration data directory services, including WHOIS and RDAP;
6. adopting and publishing registry policies, eligibility and acceptable-use requirements, and registry-registrar and registration agreements;
7. appointing and supervising Backend Registry Service Providers, subcontractors and registrars, and authorizing their Use of the Licensed Marks as permitted by Section 8;
8. registering and operating domain names within the TLD by the Registry Operator, its Affiliates and Trademark Licensees as permitted by Specification 13;
9. marketing and promoting the TLD, including through websites, materials and communications; and
10. all communications with ICANN and the IANA functions operator, and all other activities reasonably necessary or incidental to the foregoing.

SCHEDULE “C”
ICANN .owl APPLICATION

This Schedule C identifies the Application referred to in this Agreement.

Applied-for TLD string	.owl
Applicant / Registry Operator	Intericap Registry Inc.
Trademark owner / Licensor	Open World Learning Inc.
Application round	2026 round, ICANN New gTLD Program
Intended registry type	.Brand TLD operated under Specification 13 to the Base Registry Agreement
Basis of eligibility	Applied-for string is identical to the textual elements of the registered OWL trademark owned by the Licensor (an Affiliate of the Applicant) and recorded with the TMCH; registration issued prior to the filing of the Application and used continuously in the OWL Business, which is unrelated to the provision of TLD Registry Services.
Application identifier	As assigned by ICANN upon submission, and incorporated herein by reference.

If, during the application process, an ICANN-approved replacement string is substituted for .owl, then, unless the parties otherwise agree in writing, all references in this Agreement to .owl and to the TLD shall be read as references to the approved replacement string, and this Agreement shall apply to the approved replacement string with such changes as are necessary, the parties acknowledging that the licence and authorizations granted herein are intended to extend to any such approved replacement string.

SCHEDULE “D”

SPECIFICATION 13 COMPLIANCE MATRIX

This Schedule D (the .Brand TLD compliance matrix) maps the requirements of the definition of a .Brand TLD under Specification 13 to the corresponding confirmations of the parties, and may be relied upon by ICANN and the .Brand TLD Eligibility Evaluation Panel. Capitalized terms have the meanings given in this Agreement or in Specification 13.

Specification 13 requirement	Confirmation
§9.3(i): string identical to textual elements of a registered trademark	The applied-for string .owl is identical to the textual elements of the registered OWL trademark identified in Schedule A.
§9.3(i)(a): recorded with the TMCH (signed mark data file)	At least one of the Licensed Marks is, or will prior to the required date be, recorded with the TMCH with a signed mark data file, to the extent required by ICANN policy or Specification 13 (see Sections 4.3 and 13.1).
§9.3(i)(b): owned and used by Registry Operator or its Affiliate in connection with the registered goods/services	The Licensed Marks are owned by the Licensor, an Affiliate of the Registry Operator, and are used by the Licensor in the OWL Business in connection with the registered goods and services (see Recitals A–B and Sections 4.7 and 12.2).
§9.3(i)(c): issued prior to filing of the TLD application	The registration comprising the Licensed Marks was issued to the Licensor prior to the filing of the Application (see Sections 4.3 and 12.2).
§9.3(i)(d): used continuously throughout the Term	The Licensor covenants to use the Licensed Marks continuously in the ordinary course of the OWL Business throughout the Term (see Sections 4.3, 4.7 and 13.1).
§9.3(i)(e): does not begin with a period or dot	The textual element OWL does not begin with a period or a dot.
§9.3(i)(f): used in a business unrelated to TLD Registry Services	The OWL Business is conducted independently of, and is unrelated to, the provision of TLD Registry Services (see Recital B and Sections 4.7 and 12.2).
§9.3(ii): only Registry Operator, Affiliates or Trademark Licensees as registrants	Registrations in the TLD are limited to the Registry Operator, its Affiliates and Trademark Licensees, enforced by registry policy (see Sections 4.2 and 4.8).
§9.3(iii): not a Generic String TLD	The TLD is not, and will not be operated as, a Generic String TLD (see Section 4.6).

§9.3(iv): accurate and complete copy of registration provided to ICANN	The Licensor will provide ICANN with an accurate and complete copy of each relevant trademark registration (see Section 4.3).
Affiliate relationship	The Licensor and the Registry Operator are under common control and are Affiliates within the Intercap group; particulars are confirmed in a separate corporate counsel confirmation (see Recitals C–D).