

ASSIGNMENT AND ASSUMPTION AGREEMENT

.box Registry Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT of the .box Registry Agreement (this "Agreement") is entered into as of August 24, 2020 (the "Effective Date"), by and between .Box Inc., a Cayman Islands corporation at the Registered Address of 103 South Church Street, 4th Floor, P.O. Box 10240, Grand Cayman, KY1-1002, Cayman Islands ("Assignor") and Intercap Registry Inc., a Cayman Islands corporation, at the Registered Address of 103 South Church Street, 4th Floor, P.O. Box 10240, Grand Cayman, KY1-1002, Cayman Islands ("Assignee"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A) Assignor is a party to that certain Registry Agreement entered into October 1, 2017, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation ("ICANN") for the .box top-level domain (the "Registry Agreement").
- B) Pursuant to Section 7.5 (f) of the Registry Agreement, because Assignor is an Affiliate of Assignee, and both Parties to this agreement are under common control (as defined by Section 2.9 (c) of the Registry Agreement), Assignor may assign the Registry Agreement to Assignee without the consent of ICANN upon Assignee's express assumption of the terms and conditions of the Registry Agreement.
- C) Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

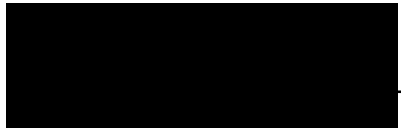
- 1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Registry Agreement.
- 2. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Assignor relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement.
- 3. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.
- 4. The Parties hereby acknowledge that Assignor's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to any breaches of the Registry Agreement by Assignor occurring prior to the Effective Date.
- 5. Each Party shall, upon the reasonable request of the other Party, make, execute, acknowledge, and deliver any and all further documents and instruments, and do and cause done all such further acts, to evidence and/or in any manner perfect Assignor's assignment of the Registry Agreement to Assignee pursuant to this Agreement.

6. The Parties hereby agree that the Assignor shall continue to be bound by Article 5 and Article 7 of the Registry Agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date first stated above.

.Box Inc.

By: _____



Name: Jason Chapnik

Title: Director and Chairman of the Board

Intercap Registry Inc.

By: _____



Name: David Cochran

Title: Director

