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.whoswho

Registry-Registrar Agreement

v2.1 – April 2017

This Registry-Registrar Agreement (the "Agreement") is between **21st Century Communications Limited** trading as **Who's Who Registry**, a private corporation established pursuant to the Companies Ordinance (Cap. 32 of the Laws of Hong Kong), with its principal place of business located at #1901, 19th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, HONG KONG ("Registry Operator"), and _____, a _____ with its principal place of business located at _____ ("Registrar").

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Registry Operator and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the **.whoswho** top-level domain;

WHEREAS, multiple registrars provide Internet domain name registration services within the **.whoswho** top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the **.whoswho** top-level domain;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

- 1.2.** "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within fifteen (15) days of the disclosure of its confidentiality.
- 1.3.** "Days" or "days" shall mean calendar days unless otherwise specified.
- 1.4.** "DNS" means the Internet domain name system.
- 1.5.** The "Effective Date" shall be the date on which this Agreement is first executed by both Parties.
- 1.6.** "EPP" means the extensible provisioning protocol, which is the protocol used by the Registry System.
- 1.7.** "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- 1.8.** "ICANN Requirements" refers to ICANN-mandated requirements applicable to Registry Operator and/or Registrar including, without limitation, Consensus Policies and Temporary Specification, as defined in the Registry Agreement and the Registrar Accreditation Agreement, and other requirements contained in those agreements.
- 1.9.** "IP" means Internet Protocol.
- 1.10.** "Licensed Product" means the intellectual property required to access the EPP, the APIs, software necessary for such access, and the Registry Operator's name and logo.
- 1.11.** "OTE" means Operational Test and Evaluation.
- 1.12.** "Personal Data" refers to data about any identified or identifiable natural person.
- 1.13.** "Registrar Accreditation Agreement" or "RAA" means the form of agreement adopted by the ICANN Board on 27 June 2013, as such agreement may be amended from time to time in accordance with its terms.
- 1.14.** "Registrar Services" means the services subject to this Agreement, including contracting with Registered Name Holders, collecting registration data about such Registered Name Holders, and submitting registration information for entry into the Registry Database.

1.15. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two (e.g., johnsmith.whoswho) or more (e.g., john.smith.whoswho)–[levels](#) (although a Registry offering of domains at the third level has neither been requested by the Registry, nor approved by ICANN as Additional Registry Services for the .whoswho TLD), [levels](#), about which Registry Operator or its Registry Services Provider maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.16. "Registered Name Holder" or "Registrant" means the holder of a Registered Name.

1.17. "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN dated February 20, 2014 for the operation of the **.whoswho** Registry TLD, as the same may be amended from time to time.

1.18. "Registry Database" means a database comprised of data about one or more DNS domain names within the **.whoswho** domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries for some or all of those names.

1.19. "Registry Operator" refers to Who's Who Registry which has primary responsibility for operating and managing the **.whoswho** Registry Services under the terms of a Registry Agreement entered into with ICANN and will operate with technical and back-end support under contract from the Registry Service Provider.

1.20. "Registry Policies" means the policies, procedures, and requirements as posted on the Registry Operator's website at nic.whoswho/policies as such Policies may be changed from time to time in accordance with the terms of the Registry-Registrar Agreement.

1.21. The "Registry Service Provider" refers to Neustar Inc.

1.22. "Registry Services" are, for purposes of this Agreement, defined as the following:

- (a) Those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of Registry TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry Operator for the Registry TLD as of the effective date of the Registry Agreement;

- (b) Other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy, Specification and/or Temporary Policy (as defined in the Registry Agreement);
- (c) Any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and
- (d) Material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.23. The "Registry System" means the registry system for entering and maintaining Registered Names in the Registry TLD.

1.24. The "Registry Tool Kit" consists of the elements set forth in **Exhibit B**.

1.25. "Registry TLD" means the **.whoswho** TLD.

1.26. "Term" means the term of this Agreement, as set forth in Subsection 8.1.

1.27. A "TLD" means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. System Operation and Access to Registry System. Throughout the Term of this Agreement, Registry Operator shall provide Registrar with access to the Registry System to provide Registrar Services. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and the Registry Service Provider and/or the Registry Operator and ICANN. Registry Operator shall have OTE available to Registrar to test and evaluate all current and proposed functions for the Registry TLD for a sufficient period before they are implemented in the Registry System, and shall be kept current during the Term of the Agreement.

2.2. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, ICANN Requirements, and Registry Policies, Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System for the Registry TLD during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. Provision of Tool Kit; License.

2.3.1. Distribution of Registry Tool Kit. No later than three business days after the Effective Date, Registry Operator shall make available to Registrar a copy (or hyperlink to a copy which can be downloaded) of the Registry Tool Kit, which shall provide sufficient technical

specifications to allow Registrar to develop its system to interface with the Registry System and employ the features that Registry Operator makes available to Registrars to register second level domain names through the Registry System for the Registry TLD.

2.3.2. License to Registry Tool Kit. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants to Registrar and Registrar accepts a non-exclusive, royalty-free, nontransferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product and any reference client software included in the Registry Tool Kit, as well as updates and redesigns thereof, for providing Registrar Services in the Registry TLD only and for no other purpose.

2.3.3. Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the written consent of Registry Operator, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

2.3.4. License to Registry Operator Name, Logo, and Website. Subject to the terms and conditions of this Agreement, Registry Operator grants Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by Registry Operator as a registrar for the Registry TLD and (b) to link to certain pages and documents within the Registry Operator's web site, as directed by Registry Operator. Registrar will place on the first web page at which registrants can register Registry TLD domain names a "Registry TLD Accredited Registrar" logo to be supplied by Registry Operator. No other use of Registry Operator's name, logo, or website is licensed hereby. This license may not be assigned or sublicensed by Registrar.

2.3.5. Functionality. The Licensed Product, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD, the data elements consisting of the Registered Name, the IP addresses of nameservers, the identity of the registering registrar, and other data required or permitted by technical specification of the Registry System as made available to Registrar by Registry Operator, on behalf of its Registered Name Holders, from time to time, for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by Registry's Registry Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time. Registrar, using the

Licensed Product, as well as its updates and redesigns, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the name servers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, (xii) redeem a domain name, and (xiii) establish and end an authenticated session.

2.4 Changes to System. Registry Operator may from time to time modify the Licensed Product and may revise, modify, diminish, or augment the features of the Registry System. Registry Operator will use commercially reasonable efforts to provide Registrar with at least ninety (90) days' notice prior to the implementation of any material changes to the Licensed Product or software or other materials licensed hereunder.

2.5. Engineering and Customer Service Support. Registry Operator, or Registry Services Provider, shall provide Registrar with engineering and customer service support as set forth in **Exhibit C**.

2.6. Handling of Personal Data. Registry Operator shall handle Personal Data submitted to Registry Operator by Registrar in accordance with its published privacy policy (the ".WhosWho End User Privacy Policy") incorporated by reference to this document at: nic.whoiswho.com/policies#privacy. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with that Policy.

2.7. Service Level Agreement. Registry Operator shall use commercially reasonable efforts to meet the performance specifications set forth in the Registry Performance Specifications from ICANN Registry Agreement attached hereto as **Exhibit C**.

2.8. ICANN Requirements. Each Party's obligations hereunder are subject to modification at any time as a result of ICANN Requirements. Notwithstanding anything in this Agreement to the contrary, Registry Operator and Registrar shall comply with any such ICANN Requirements in accordance with the timeline defined by ICANN.

2.9. New Registry Services. Registry Operator shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN in accordance with the Registry Agreement. In the event that the introduction of a new Registry Service involves material changes to the Registry System, such thirty (30) days shall run in parallel with, and not in addition to, any notice provided under Section 2.4 above. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service.

2.10. Compliance Actions. Registry Operator acknowledges that all ICANN-accredited registrars must enter into an RAA with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar’s accreditation or suspension of a registrar’s ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry Operator to take specific actions consistent with ICANN’s authority under the terms of the RAA to: (i) suspend or terminate a registrar’s ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN.

2.11. IDNs. Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with ICANN’s IDN Implementation Guidelines as set forth in its Registry Agreement and limits its offering to those authorized in Exhibit A, Approved Services, of the .WHOSWHO Registry Agreement.

2.12. Dispute Resolution Mechanisms. Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time (i) the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and (ii) the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN and (iii) the Uniform Rapid Suspension system (“URS”) adopted by ICANN, including the implementation of determinations issued by URS examiners. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PDDRP or RRDRP panel and to be bound by any such determination.

2.13. Abuse Contact. Registry Operator shall publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct in the Registry TLD.

2.14. Rights Protection Mechanisms. Registry Operator shall comply with the Trademark Clearinghouse Rights Protection Mechanism Requirements or any successor requirements related to the same as approved and published by ICANN.

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN, as a registrar for the Registry TLD, under an executed RAA, dated after May 13, 2013 or any amendment to the RAA or any succeeding ICANN RAA to which Registrar is bound and any applicable Consensus Policies, Specifications and/or Temporary Policies, approved by ICANN. In addition, Registrar shall complete the Trademark Clearinghouse integration testing and compliance with any other Trademark Clearinghouse requirements and processes prior to enabling any Registry TLDs.

3.2. Registrar Responsibility for Customer Support. Registrar is responsible and shall provide customer support for all of Registrar's Registered Name Holders in the Registry TLD. In providing customer support, Registrar shall provide support to accept (i) orders for registration, cancellation, modification, renewal, deletion, redemptions or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

3.3. Election to Cease Sponsoring New Registered Names. Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions or in-coming transfers of Registered Names. Registrar shall, consistent with ICANN policy, provide to Registered Name Holders emergency abuse and transfer emergency contacts on a 24/7 basis for support information for critical situations such as abuse (i.e., domain name hijacking, spamming, phishing, pharming, etc.).

3.4. Registrar's Registration Agreement. Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement (the "End User Agreement") with each Registered Name Holder, and shall maintain such End User Agreement in effect for the life of the relevant registration of a Registered Name within the Registry System and upon written request from the Registry Operator, the Registrar will, within fourteen (14) days of the request, provide the Registry Operator with a copy of any End User Agreement sought in the Registry Operator's request. Registrar's End User Agreement shall, at a minimum and without limitation:

- (a) Contain the content requirements for such agreements set forth in the Registrar Accreditation Agreement;
- (b) Prohibit Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in activity that is contrary to applicable law;
- (c) Contain a link to and incorporate by reference the Acceptable Use Policy set forth online at <http://nic.whoswho/policies#TOAU> ;
- (d) Clearly describe the consequences of engaging in conduct prohibited by the End User Agreement and Registry Policies, include the possibility of suspension or termination of the Registered Name either by the Registrar or, in accordance with the Registry-Registrant Agreement, the Registry Operator;
- (e) Require the Registered Name Holder to indemnify, defend and hold harmless Registry Operator and its Registry Service Provider, including the directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration

agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. Registrar's Duty to Investigate and Act upon Reports of Abuse. Registrar shall comply with the requirements set forth in the Registrar Accreditation Agreement related to receipt, investigation, and response to reports of abuse involving Registered Names including, without limitation, the requirements set forth in the Whois Accuracy Program Specification of that agreement.

3.6. Registrar Requirements for Uniform Rapid Suspension. Subject to the Registry Policies the Registrar must:

- (a) Ensure that a domain name that has been suspended as a result of a final decision of a Uniform Rapid Suspension complaint remains registered to the person who was the Registrant at the time of suspension;
- (b) Accept and process payments for the renewal of a domain name by a URS Complainant in such cases where the URS Complainant has prevailed in relation to that domain name; and
- (c) Not allow a URS Complainant who prevailed in relation to that domain name to renew that domain name for longer than 1 year.

3.7. Registrar's Duty to Cooperate with Technical Analysis. Registrar will not interfere with Registry Operator's conduct of periodic technical analysis to assess whether domains in the Registry TLD are being used to perpetrate security threats such as pharming, phishing, malware, and botnets, and will cooperate with Registry Operator to respond to any such threats identified by Registry Operator through such efforts.

3.8. ~~Submission Provision of Current End User Agreement; Amendment.~~ ~~The current form of Registrar's End User Agreement is attached as Exhibit F (which may contain multiple alternative forms of the registration agreement). As specified at §3.4, upon written request from the Registry Operator, the Registrar will, within fourteen (14) days of the request, provide the Registry Operator with a copy of any End User Agreement sought in the Registry Operator's request.~~ Registrar may from time to time amend ~~those-its~~ forms of registration agreement or add alternative forms of registration agreement, provided, however, Registrar shall include in its registration agreement those terms required by this Agreement and the Registrar Accreditation Agreement.

3.9. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files, as required in Registry Operator's operation of the Registry TLD, and as otherwise described in Registry Operator's Privacy Policy.

3.10. Obligations Related to the Provision of Registrar Services by Third Parties;

Resellers. Registrar is responsible for the provision of Registrar Services in compliance with this Agreement for all names in the Registry Database sponsored by Registrar, whether such services are provided by Registrar or a third party such as a reseller.

3.11. Security. Registrar shall develop and employ technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. Each EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every EPP client connection with the Registry System using both a certificate issued by a commercial Certification Authority, which shall include any current commercial Certification Authority of Registrar's choice, and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to use commercial reasonable efforts to notify Registry Operator within four (4) hours, but in no event more than twenty-four (24) hours, of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way. Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure.

3.12. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System, upon Registrar's violation of the operation requirements of breach of this Agreement, or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator. Except in the event of an emergency, Registry Operator will provide advance notice via email to Registrar's technical contact prior to any temporary suspension or restriction.

3.13. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry System shall control.

3.14. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Inter Registrar Policy on Transfer of Registrations as that policy may be amended from time to time by ICANN (the “Transfer Policy”).

3.15. Compliance with Terms and Conditions and Operational Requirements. Registrar shall comply with, and shall include in its End User Agreement with each Registered Name Holder an obligation for such Registered Name Holder to comply with all of the following requirements:

- 3.15.14.1. ICANN Requirements including, without limitation, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 3.15.14.2. Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars (“Operational Requirements”), including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, as applicable, upon Registry Operator's notification to Registrar of the establishment of those terms and conditions. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth at <http://nic.whoiswho/policies>. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days' notice by Registry Operator to Registrar.
- 3.15.14.3. Registrar agrees to comply with any and all applicable national, state, or local law, regulation, or court order in relation to its provision of Registrar Services.
- 3.15.14.4. Registrar shall not represent to anyone that Registrar enjoys access to the Registry Operator's Registry System that is superior to that of any other registrar accredited for the Registry TLD.

3.16. Restrictions on Registered Names. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with Registry Operator's policies regarding reservation of and restrictions on the registration of **.whoiswho** names as well as applicable law governing domain names that may be registered.

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3.17. Authorization Codes. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different Registrants with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via an EPP poll event to asynchronously notify Registrar of Registry initiated events, when Registry Operator has the technical capability. Registry Operator will also notify Registrar of modifications made by the Registry Operator to the Registrar's domain name registrations via email. Registry Operator shall make documentation of these mechanisms available to Registrar. The Registrar shall provide the Registrant with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days. In addition, Registrar may not employ any mechanism for complying with a Registrant's request to obtain the applicable "AuthInfo Code" that is more restrictive than the mechanisms used for changing any aspect of the Registrant's contact or name server information. Registrar must not refuse to release an "AuthInfo Code" to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

3.18. Cooperation. Registrar agrees to cooperate with Registry Operator and share data as set forth in this Agreement. In the event of any inquiry or dispute for any reason involving a domain name registered by Registrar in the Registry TLD, Registrar shall provide all reasonable assistance to Registry Operator and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute.

3.19. Records. During the Term of this Agreement, Registrar shall store and maintain records related to Registered Names of the Registry TLD in accordance with this Agreement, and the RAA.

3.20. Domain Name Lookup Capability. Registrar agrees to employ in its domain name registration business Registry Operator's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration. If required by ICANN, Registrar also agrees, at its expense, to provide an interactive web page and a port 43 WHOIS service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for the Registry TLD. Regardless of whether Registrar chooses to direct all WHOIS requests to the Registry Operator for lookup and output to screen, or to otherwise respond directly to such requests, the data accessible shall consist of elements that are designated from time to time according to the RAA, and ICANN adopted Consensus Policy, Specification and/or Temporary Policy, approved by ICANN, between Registrar and ICANN.

3.21. Compliance with Marketing Guidelines. Registrar shall comply with Registry Operator's marketing and branding guidelines for the Registry TLD, as may be established by Registry and communicated to Registrar from time to time, including ~~but by~~ not limited to conformance with the Registry Operator's Style Guidelines.

3.22. Registrar's Resellers. Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry TLD. Registrar agrees to expressly and contractually bind its resellers to all obligations of Registrar under this Agreement. Without prejudice, Registrar will in any event remain fully responsible for the compliance of all obligations under this Agreement.

3.23. Abuse Contact. Registrar shall publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct related to the Registry TLD.

4. FEES

4.1. Amount of Registry Operator Fees.

4.1.1. Registrar agrees to pay to the Registry Services Provider the fees referenced in **Exhibit D** for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees").

4.1.2. In addition, Registrar agrees to pay the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 6.3 of the Registry Agreement by no later than ten (10) days after the date of an invoice from the Registry Services Provider on behalf of Registry Operator, for such fees. All payments will be made to the Registry Services Provider which is the sole authorized agent of Registry Operator for all billing and collection matters.

4.2. Payment of Registry Operator Fees. Registrar shall comply with the terms of the Billing Policy promulgated by the Registry Operator and implemented by the Registry Service Provider, as posted on the Registry Operator's website at nic.whoiswho/policies#billing and incorporated into this RRA by reference. In advance of incurring Fees, Registrar shall establish a deposit account, or other credit facility accepted by Registry Operator, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by Registry Operator to Registrar, or as otherwise described in the Billing Policy. Payment shall be made to the Registry Services Provider via debit or draw down of the deposit account or other credit facility approved by Registry Operator, as further described in the Billing Policy. Registry Services Provider, on behalf of Registry Operator, shall provide monthly invoices to the Registrar.

4.3. Non-Payment of Fees. In the event Registrar has insufficient funds deposited with Registry Services Provider, Registry Operator may do any or all of the following: (a) stop

accepting new initial, renewal or transferred registrations from Registrar; and (b) pursue any other remedy under this Agreement.

4.4. Taxes. All Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Registry Operator) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against such Fees. All payments due to Registry Operator shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Registry Operator receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may be required to disclose its Confidential Information to the other Party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

- 5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures established by the Registry Operator and/or the Registry Service Provider.
- 5.1.2. Each Party agrees that it and any person to whom it grants access to the Confidential Information of the other Party shall at all times hold such Confidential Information in trust and in the strictest confidence, with appropriate security safeguards and shall not, except for the purpose of exercising its right or performing its obligations under this Agreement, and for no other purposes whatsoever.
- 5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information; further provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information

and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

- 5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- 5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
- 5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed with the Disclosing Party's prior written approval; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure.
- 5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.
- 5.1.8. The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

5.2. Intellectual Property

- 5.2.1. Subject to the licenses granted in this Agreement, each party will continue to own its intellectual property independently, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes, and all other forms of intellectual property. In addition, Registry Operator, Registry Service Provider, and/or their licensees, shall own all right, title and interest in and to the Licensed Product, including without limitation the EPP,

APIs, Registrar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

- 5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.
- 5.2.3. Any tools provided hereunder and any tools, software (both in object code and source code form), documentation, technical information, databases, designs, algorithms, techniques, reports, drawings, charts, text or other information and works of authorship, and all ideas, inventions, discoveries, concepts, ideas, know-how, methods, processes, improvements and derivative, whether or not patentable or copyrightable, used or developed by Registry Operator and/or Registry Service Provider to provide the Services shall be and remain the sole and exclusive property of Registry Operator and Registry Service Provider which shall have and retain all Intellectual Property Rights therein.
- 5.2.4. Registrar will not, and shall not allow others to, reverse engineer or otherwise attempt to derive source code from Registry Operator or Registry Service Provider tools or software accessed as part of the Services.
- 5.2.5. Neither Party shall use the trade names, trademarks, service marks, or the proprietary marks of the other Party in any advertising, sales presentation, news releases, advertising, or other promotion or marketing materials without such other Party's prior written consent, which shall not be unreasonably withheld; provided, however, that Registry Operator shall have the right without prior approval to identify Registrar as a customer of Registry Operator's services related to the Registry TLD.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator, Registry Service Provider, and their employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any affiliate of the forgoing based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to,

Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provide that in any such case: (i) Registry Operator or Registry Service Provider, as the case may be, provides Registrar with prompt notice of any such claim, and (ii) upon Registrar's written request, Registry Operator or Registry Service Provider, as the case may be, will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator and/or Registry Services Provider for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's and/or Registry Service Provider's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator or Registry Service Provider, as the case may be, in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY(IES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 5 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 6, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID TO REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) USD100,000.

7. DISPUTE RESOLUTION

7.1. Resolution Prior to Litigation. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation.

7.2. Arbitration. Disputes arising under or in connection with this Agreement shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in New York, New York, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration.

7.3. Any litigation brought to enforce an arbitration award shall be brought in the Southern District of New York or a New York State Court in New York, New York, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration proceeding, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the courts identified above, which shall not be a waiver of this arbitration agreement.

7.4. This Agreement shall be deemed to be executed in the City and State of New York, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable. The parties agree that any and all claims asserted by or against the Registry Operator arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum.

8. TERM AND TERMINATION

8.1. Term of the Agreement; Revisions. . The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, unless Registrar elects not to renew, or Registry Operator ceases to operate the registry for the Registry TLD. In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within thirty (30) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

8.2. Termination. This Agreement may be terminated as follows:

8.2.1. Termination for Cause. In the event that either Party materially breaches any of its obligations under this Agreement, including any of its representations and warranties hereunder, and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other

party, terminate this Agreement as of the date specified in such notice of termination.

- 8.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Registry Operator thirty (30) days' notice of termination.
- 8.2.3. Termination upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate in the event Registrar's accreditation by ICANN, or its successors, is terminated or expires without renewal.
- 8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 9.1.1. In addition, the Agreement shall terminate in the event ICANN designates another entity to operate the registry for the **.whoswho** TLD.
- 8.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency or seeking: any assignment for the benefit of creditors; the appointment of a receiver, liquidator or trustee of a party's property or assets; or the liquidation, dissolution or winding up of a party's business.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

- 8.3.1. Registry Operator will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.
- 8.3.2. Upon any expiration or termination of this Agreement, Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar that is also accredited in the **.whoswho** TLD in compliance with any procedures established or approved by ICANN.
- 8.3.3. Termination for Non-Payment of Fees. Notwithstanding Section 8.3.2, above, in the event that this Agreement is terminated because of Registrar's non-payment of Fees, Registry Operator shall have the right but not the obligation

to transfer sponsorship of Registrar-sponsored Registered Names to a wholly owned subsidiary of Registry Operator or of the Registry Service Provider.

8.3.4. All Confidential Information of a Disclosing Party in the possession of a Receiving Party shall be immediately returned to the Disclosing Party or certified destroyed by the Receiving Party.

8.3.5. All fees owing to Registry Operator shall become immediately due and payable.

8.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 3.13, 5.1, 5.2, 6.1, 6.2, 7.1, 7.2, 7.3, 7.4, 8.3, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, 9.11, 9.13 and 9.14 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, but each Party shall be liable for any damages arising from any breach by that Party of this Agreement.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Assignment to Successor Registry Operator. In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a successor registry by ICANN in accordance with Section 4.5 of the Registry Agreement.

9.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

9.1.3. Other Assignments. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assignees of the Parties hereto. Registrar shall

not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of the Registry Operator, which shall not be unreasonably withheld. Registry Operator may assign its rights and obligation under this Agreement to an affiliate without the consent of the Registrar.

9.2. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by facsimile during business hours) to an address set forth beneath the name of such party below, unless Party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If Registrar agrees to accept notice via email, provide name and email address:*

Name: _____ **Email:** _____

If to Registry Operator:

21st Century Communications Limited trading as **WHO'S WHO REGISTRY**
Ms. Wallis CHAN, Administration
#1901, 19th Floor, Lee Garden One
33 Hysan Avenue,
Causeway Bay, HONG KONG

with copy to:

John McCabe, mccabe@whoswho.com

****Registry agrees to accept notice via email from Registrars on a reciprocal basis:***

info@domains.whoswho

9.3. Representations and Warranties.

- 9.3.1. **Registrar.** Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) it is accredited by ICANN or its successor pursuant to a Registrar Accreditation Agreement dated after May of 2013, (iv) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (v) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.
- 9.3.2. **Registry Operator.** Registry Operator represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of Hong Kong, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.
- 9.3.3 **Disclaimer of Warranties.** THE LICENSED PRODUCT, INCLUDING WITHOUT LIMITATION THE EPP, APIs, REGISTRY TOOLKIT, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED

DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIS, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, AND REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

9.4. Insurance. During the Term of this Agreement, and any renewal Terms, Registrar shall have in place at least US \$1,000,000 in comprehensive legal liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better. Registrar shall provide a copy of the insurance policy to Registry Operator upon Registry Operator's reasonable request.

9.5. Third-Party Beneficiaries. The Parties expressly agree that ICANN and Registry Services Provider are intended third-party beneficiaries of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

9.6. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

9.7. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, any Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), earthquake, fire, lightning, explosion, flood, subsidence, weather of exceptional severity or other natural disasters, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

9.8. Amendments in Writing. Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties. Any new services approved and/or mandated by ICANN and purchased by Registrar will be subject to such terms and conditions as may be established by Registry Operator through an

appendix to this Agreement or such other agreement executed by Registrar and Registry Operator.

9.9. Delays or Omissions, Waivers. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.10. Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

9.11. Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.12. Further Assurances. Each party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

9.13. Entire Agreement; Severability. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

9.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

WHO'S WHO REGISTRY	
By:	By:
Name: John J. McCabe	Name:
Title: Director	Title:

LIST OF EXHIBITS

Exhibit A: Registry Tool Kit

Exhibit B: Engineering and Customer Service Support

Exhibit C: Registry Performance Specifications from ICANN Registry Agreement

Exhibit D: Fees

ONLINE DOCUMENTS INCORPORATED BY REFERENCE

.WHOSWHO Registry Policies

(Referenced at §1.20 & at §3.15.2)

nic.whoiswho/policies

.WHOSWHO End User Privacy Policy

(Referenced at §2.6)

nic.whoiswho/policies#privacy

.WHOSWHO Price List Versioning

(Referenced at §4.1.1 to Exhibit D at 8)

nic.whoiswho/pricing#pricelist

Billing Policy

(Referenced at §4.2)

nic.whoiswho/policies#billing

EXHIBIT A TO THE .WHOSWHO REGISTRY-REGISTRAR AGREEMENT

Registry Tool Kit

The Registry Tool Kit includes:

- Reference client implementations:
 - Java
 - Language bindings
 - Interface Definition Language (IDL)
- Interface definition:
 - ABNF
 - XML schema
- Registry Operational Profile (our extensions)
- Authentication and Encryption guidelines
- EPP "feature freeze" drafts
- EPP test plan and coverage matrix
- Java, API documentation

EXHIBIT B TO THE .WHOSWHO REGISTRY-REGISTRAR AGREEMENT

Engineering and Customer Service Support

During the Term of this Agreement, Registry Operator will provide reasonable telephone and electronic customer support to Registrar, not Registrants or prospective customers of Registrar, for non-technical issues solely relating to the Registry System and its operation. Registry Operator will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and any reference client software included in the Registrar Tool Kit. While e-mail and FAQs are the primary method of help, Registry Operator will provide support on a 7-day/24-hour basis. Registry Operator will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

The Registry Operator shall provide a clear, concise and efficient delineation of customer support responsibilities. Registrars provide support to registrants, resellers or prospective customers and registries only provide support to registrars. This allows the Registry Operator, to focus its support on the issues that arise between the Registry Operator and the Registrar.

Technical Help Systems

Registry Operator, via its Registry Service Provider, will provide the registrars with the following types of technical support related to the Registry Services:

- Web-based self-help services, including:
 - Frequently asked questions
 - Downloads of EPP client software
 - Support for email messaging
- Telephone support from our central help desk
- Fee-based consulting services.

Web Portal

Registry Operator, via the Registry Services Provider, will implement a secure Web-based portal to help support registrar operations related to technical issues. To obtain access to the Web-based services, a registrar must (a) be authorized; (b) register its registrants with the Registry Operator; and (c) must have implemented Registry Operator's required security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. The home page of the web portal will include a notice to registrars of planned outages for database maintenance or installation of software upgrades. This notification will be posted thirty (30) days prior to the event in addition to active notification including phone calls and email. Registry Operator, via the Registry Service Provider, shall record outage notifications

in the help desk database to facilitate compliance with the service-level agreement. Finally, seven (7) days and again two (2) days prior to the scheduled event, Registry Operator, via

Registry Service Provider, shall use both an email and a Web-based notification to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from Registry Operator's website, which will describe Registry Operator's TLD service offerings and list ICANN-certified registrars providing domain-name services.

Central Help Desk

Registry Operator shall provide non-technical telephone support to registrars through a central phone number listed on its website. Registry Operator, via the Registry Service Provider, shall provide technical telephone support only to registrars through a central help desk phone number. Registry Operator, via the Registry Service Provider, shall provide access to the technical help desk telephone support through an automatic call distributor which routes each call to the next available technical customer support specialist. Registry Operator, via Registry Service Provider, will authenticate callers by using caller ID and by requesting a pre-established registrar pass phrase that is unique for each registrar. Alternatively, registrars may request technical support assistance by emailing the Registry Operator, via the Registrar Service's Provider's help desk email, either directly or via a secure Website. The Registry Operator, via the Registry Service Provider, shall provide Registrar with support on a 7-day/24-hourx365 basis.

The three tiers of support are:

Tier-1 Support.

The Registry Operator shall handle and resolve all non-technical issues such as billing, collection and general inquires without escalation. Registry Operator, via Registry Service Provider, will provide telephone support to registrars who are calling for help or support with technical only domain-name problems such as EPP implementation. Technical only problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support.

Registry Operator, via Registry Service Provider, shall provide registrars with support by members of the Registry Service Provider's technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving technical only escalated Tier 1 problems with EPP implementation, Tier 2 Registry Service Provider staff shall provide technical support in system tuning and workload processing. Technical only problems that can't be resolved at Tier 2 are escalated to Tier 3.

Tier 3 Support.

Registry Operator, via Registry Service Provider, shall provide complex technical problem resolution which shall be provided by Registry Service Provider’s maintenance technicians, third party systems and software experts, and vendors, depending on the nature of the problem.

The Registry Operator, via the Registry Service Provider’s help desk, shall use an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database may document the status of requests and tickets, and notify the Registry Operator, via the Registry Service Provider’s help desk, when an SLA threshold is close to being breached. The Registry Operator, via the Registry Service Provider’s customer-support and technical support specialist, shall use a problem management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and to determine root-cause analysis.

Escalation Policy

Registry Operator’s escalation policy defines procedures and timelines for elevating technical only problems to the Registry Operator, via the Registry Service Provider’s, functional experts or to management for resolution if they are not resolved within the escalation-policy time limits.

The following table is an overview of Registry Operator’s escalation policy.

Level	Description	Escalation Policy	Notification
I	Catastrophic outage affecting overall registry operations	Registry Service Provider’s data-center manager escalates to Registry Service Provider’s management and Disaster-Recovery Team if not resolved in fifteen (15) minutes	Registry Service Provider’s web portal and/or e-mail notifications to all Registrars within fifteen (15) minutes; updates every thirty (30) minutes
II	Systems outage affecting one or two (2) registrar sessions but not the entire system	Registry Service Provider’s systems engineer escalates to Registry Service Provider’s data-center manager if not resolved in one (1) hour	Registry Service Provider’s web-portal notification to all registrars; hourly updates
III	Technical questions	Registry Service Provider’s help desk customer-support specialist escalates to the Registry Service Provider’s	Registry Service Provider provides hourly updates to registrar, via e-mail

		systems engineer if not resolved in two (2) hours	
IV	Basic Non-Technical questions	Handled through Registry Operator's non-technical telephone support to registrars through a central phone number.	Registry Operator shall provide updates to registrar, via e-mail.

Staffing

Registry Operator shall staff its non-technical help desk with a complement of non-technical customer service specialists. Registry Operator, via the Registry Service Provider, will staff its technical only help desk with a complement of technical customer service specialists. Registry Operator and its Registry Service Provider will add staff as necessary to respond to incoming requests. Registry Operator, via Registry Service Provider, shall ensure its customer-service specialists obtain assistance from its technical staff for any problems that cannot be resolved in one (1) phone call.

Test and Evaluation Facility

Registry Operator will establish an operational test-and-evaluation facility that will be available for registrars to test their client EPP system. Registry Operator's technical-support team shall consist of functional technical experts in the processes and technologies for domain-name registration in support of the registrars' testing.

EXHIBIT C TO THE .WHOSWHO REGISTRY-REGISTRAR AGREEMENT

Registry Performance Specifications from ICANN Registry Agreement

1. Introduction

The Performance Specification provides a list of performance specifications as they apply to the Core Services provided by the Registry Operator.

2. Definitions

2.1. DNS. Refers to the Domain Name System, as specified in RFCs 1034, 1035, and related RFCs.

2.2. DNSSEC proper resolution. There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.

2.3. EPP. Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

2.4. IP address. Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

2.5. Probes. Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

2.6. RDDS. Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement between Registry Operator and ICANN.

2.7. RTT. Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

2.8. SLR. Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

3. Service Level Agreement Matrix

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	< 432 min of downtime (\approx 99%)
	TCP DNS resolution RTT	< 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	< 500 ms, for at least 95% of the queries
	DNS update time	< 60 min, for at least 95% of the probes
RDDS	RDDS availability	< 864 min of downtime (\approx 98%)
	RDDS query RTT	< 2000 ms, for at least 95% of the queries
	RDDS update time	< 60 min, for at least 95% of the probes
EPP	EPP service availability	< 864 min of downtime (\approx 98%)
	EPP session-command RTT	< 4000 ms, for at least 90% of the commands
	EPP query-command RTT	< 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	< 4000 ms, for at least 90% of the commands

Registry Operator may perform maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

4. DNS

4.1. DNS service availability. Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from “**DNS tests**” to each of their public-DNS registered “**IP addresses**” to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.

4.2. DNS name server availability. Refers to the ability of a public-DNS registered “**IP address**” of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered “**IP address**” of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from “**DNS tests**” to a name server “**IP address**” during a given time, the name server “**IP address**” will be considered unavailable.

4.3. UDP DNS resolution RTT. Refers to the **RTT** of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

4.4. TCP DNS resolution RTT. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the **RTT** is five (5) times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

4.5. DNS resolution RTT. Refers to either “**UDP DNS resolution RTT**” or “**TCP DNS resolution RTT**”. Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

4.6. DNS update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, until the name servers of the parent domain name answer “**DNS queries**” with data consistent with the change made. This only applies for changes to DNS information.

4.7. DNS test. Means one non-recursive DNS query sent to a particular “**IP address**” (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a “**DNS resolution RTT**” 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the “**DNS resolution RTT**” or, undefined/unanswered.

4.8. Measuring DNS parameters. Every minute, every DNS probe will make an UDP or TCP “**DNS test**” to each of the public-DNS registered “**IP addresses**” of the name servers of the domain name being monitored. If a “**DNS test**” result is undefined / unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.

4.9. Collating the results from DNS probes. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

4.10. Distribution of UDP and TCP queries. DNS probes will send UDP or TCP “**DNS test**” approximating the distribution of these queries.

4.11. Placement of DNS probes. Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

5. RDDS

5.1. RDDS availability. Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

5.2. WHOIS query RTT. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the **RTT** is five (5) times or more the corresponding SLR, the **RTT** will be considered undefined.

5.3. Web-based-WHOIS query RTT. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is five (5) times or more the corresponding SLR, the **RTT** will be considered undefined.

5.4. RDDS query RTT. Refers to the collective of “**WHOIS query RTT**” and “**Web-based-WHOIS query RTT**”.

5.5. RDDS update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

5.6. RDDS test. Means one query sent to a particular “**IP address**” of one of the servers of one of the RDDS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** five (5) times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

5.7. Measuring RDDS parameters. Every five (5) minutes, RDDS probes will select one IP address from all the public-DNS registered “**IP addresses**” of the servers for each RDDS service of the TLD being monitored and make an “**RDDS test**” to each one. If an “**RDDS test**” result is undefined / unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

5.8. Collating the results from RDDS probes. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

5.9. Placement of RDDS probes.. Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

6. EPP

6.1. EPP service availability. Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with “**EPP command RTT**” five (5) times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

6.2. EPP session-command RTT. Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

6.3. EPP query-command RTT. Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is five (5) times or more the corresponding SLR, the **RTT** will be considered undefined.

6.4. EPP transform-command RTT. Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is five (5) times or more the corresponding SLR, the **RTT** will be considered undefined.

6.5. EPP command RTT. Refers to “**EPP session-command RTT**”, “**EPP query-command RTT**” or “**EPP transform-command RTT**”.

6.6. EPP test. Means one EPP command sent to a particular “**IP address**” for one of the EPP servers. Query and transform commands, with the exception of “create”, shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the “**EPP command RTT**” or undefined/unanswered.

6.7. Measuring EPP parameters. Every five (5) minutes, EPP probes will select one “**IP address**” of the EPP servers of the TLD being monitored and make an “**EPP test**”; every time they should alternate between the three (3) different types of commands and between the commands inside each category. If an “**EPP test**” result is undefined / unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.

6.8. Collating the results from EPP probes. The minimum number of active testing probes to consider a measurement valid is five (5) at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

6.9. Placement of EPP probes. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

EXHIBIT D TO THE .WHOSWHO REGISTRY-REGISTRAR AGREEMENT

Fees

1. Domain-Name Initial Registration Fee. Registrar agrees to pay the non-refundable amount set forth in the Price List, of an initial domain name registration on the basis of the designated Tier of Registration for the specific domain name being registered, or such other amount as may be established in accordance with Section 4.1 of the Agreement. Registrar shall register domain names to Registrants only for fixed periods according ICANN and Registry Operator policies. Application Fees will be charged by Registry Operator for applications that result in an actual domain name registration.
2. Domain-Name Renewal Fee. ~~All renewals are at the Standard Tier.~~ Registrar agrees to pay the non-refundable amount set forth in the Price List of a domain name renewal registration at pricing which corresponds to the tier of initial registration for the specific domain name being renewed and designated as the "Standard Tier" for all domain name registration renewals, ~~regardless of whether the initial registration was at another tier, which renewals are subject to prevailing ICANN rules as to maximum terms of registration.~~
3. Domain Name Transfer. Where the sponsorship of a domain name is transferred from an ICANN-Accredited Registrar to another ICANN-Accredited Registrar, other than an ICANN approved bulk transfer, Registry Operator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator may charge a Renewal Fee for the requested extension as provided in the renewal schedule set forth above. The transfer shall result in an extension according to the renewal request} subject to a ten (10) year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

For a bulk transfer approved by ICANN} Registry Operator will charge the gaining registrar US \$0 (for transfers of 50,000 names or fewer) or US\$50,000 (for transfers of more than 50,000 names).
4. Restore or Update. Registrar agrees to pay the non-refundable amount set forth in the Price List per use of the EPP Update command to restore a domain name pursuant to the Redemption Grace Period Policy set forth in the Registry Agreement. Registry Operator will waive the fee for restoring any Registered Name that was deleted, contrary to the wishes of the Registered Name Holder, as the

result of a mistake of the Registry Operator. The fee for restoring deleted names is separate from, and in addition to, any Renewal Fees that may be charged as set forth above.

5. Premium Names fees. The Registry Operator may make available from time to time, subject always to the Registry Agreement, this Agreement, domain names which the Registry Operator has designated as a Premium Name. A Premium Name may be assigned a fee (a premium), which shall be payable in addition to the fee for creation and/or renewal.
6. Fee Increase. Registry Operator reserves the right to increase the Fees set forth above prospectively upon thirty (30) calendar days advance written notice to Registrar with respect to initial domain name registrations, and upon one hundred eighty (180) calendar days advance written notice to Registrar with respect to renewal of domain name registrations or as otherwise mandated by ICANN.
7. Add Grace Period Threshold. Registrar agrees to ICANN's AGP (Add Grace Period) Limits Policy, found at <http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm> , which details amounts, thresholds, limitations, qualifications, and exemptions related to a Registrar's domain name deletions and refunds during the AGP. No refunds or credits will be issued to Registrars for deletions within the AGP related to the Sunrise, City Affiliated or Landrush Periods.
8. Price List. Specific pricing information has been removed from this RRA Exhibit to a Price List as note at §4.1, which references the online location of information about the latest version of the Price List at nic.whoiswho/pricing#pricelist, as well as action information for Accredited Registrars to secure one.