.STORAGE

REGISTRY-REGISTRAR AGREEMENT

This Registry-Registrar Agreement (the "Agreement~~"~~"), is made and entered into by and between ~~Self Storage Company,~~XYZ.com LLC~~,~~ , a limited liability company incorporated in the State of Nevada USA with its ~~offices located~~principal place of business at ~~2795 East Cottonwood Parkway, Suite 400 Salt Lake~~318 N Carson Street #208 Carson City, ~~Utah 84121 USA ("~~NV 89701 USA and its email for legal notices: Mr. Daniel Negari: d@xyz.xyz *with a copy to*: Grant Carpenter: gc@xyz.xyz ("RO" or "Registry Operator~~"), and~~

~~[REGISTRAR] with its offices~~") and _____, an Accredited CentralNic Registrar, with its principal place of business located at ~~[REGISTRAR ADDRESS]:~~
("Registrar").

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

WHEREAS, ~~Registry Operator~~RO has entered ~~a~~one or more Registry ~~Agreement~~Agreements with the Internet Corporation for Assigned Names and Numbers (ICANN), or has acquired the rights to operate a ~~shared registration system, TLD nameservers, and other equipment for the .STORAGE top-level domain (".STORAGE TLD") and to~~TLD Registry;

WHEREAS RO offers or may offer registrations in the ~~.STORAGE TLD~~following TLDs: *.Storage*;

WHEREAS~~, the .STORAGE TLD was~~ TLDs will be delegated into the ~~DNS Root~~root by ~~the Internet Assigned Numbers Authority~~IANA on ~~December 18, 2015~~such dates or have been delegated into the root;

WHEREAS, multiple registrars ~~may~~will provide Internet domain name registration services ~~within~~for one or more of the ~~.STORAGE TLD;~~TLDs; and

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WHEREAS, all additional terms and pricing/fees for the TLD will also be included on the CentralNic Console (as defined below);

WHEREAS, Registrar wishes to act as a registrar for domain names ~~within the .STORAGE TLD~~offered by RO.

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. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

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

ii.   "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

iii.   "CentralNic Console" refers to the Registrar interface at https://registrar-console.centralnic.com/dashboard/login or such other location as amended from time to time.

iv.   "CentralNic" refers to CentralNic Ltd of 35-39 Moorgate London, EC2R 6AR a Registry Service Provider for the RO, or its assigns.

~~1.2.~~v.   "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics 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

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Party will notify the Receiving Party in writing, including by email, within ~~15~~30 days of the disclosure ~~of its confidentiality~~that it is confidential.

~~1.3.~~vi.　"DNS" means the Internet domain name system.

~~1.4. "Effective Date" means the date on which this Agreement is first executed by both parties.~~

~~1.5.~~vii.　"EPP" means the ~~extensible provisioning protocol~~Extensible Provisioning Protocol, which is the protocol used by the Registry System.

~~1.6.~~viii.　"ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.7. "**ICANN Requirements**" consist of the obligations set forth in the Registry Agreement, the obligations set forth in the latest version (including additional appendices) of the ICANN Registrar Accreditation Agreement, any ICANN Temporary Specifications or Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at http://www/icann.org/general/consensus-policies.htm.

1.8. "**Limited Registration Period**" a/k/a "**LRP**" means a specific launch phase during which registration of domain names will be limited by additional restriction and verification that will be required during the registration process.

1.9 "**Personal Data**" refers to data about any identified or identifiable natural person.

1.10 "**Qualified Launch Program**" a/k/a "**QLP**" means a specific launch phase before the sunrise period during which domain names can be allocated by Registry Operator to third parties as allowed for by the Registry Agreement as well as ICANN's RPM policies and the corresponding QLP Addendum.

1.11. "**Registered Name**" refers to a domain name within the domain of the .STORAGE TLD, whether consisting of two or more (e.g., john.smith.STORAGE) levels, about which Registry Operator or an affiliate engaged in providing Registry Services 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).

1.12. "**Registered Name Holder**" means the holder of a Registered Name.

ix.   "IANA" Internet Assigned Numbers Authority is the authority responsible for the global coordination of the DNS Root, IP addressing, and other Internet protocol resources, or its assigns.

1.13.x.   "Registry Agreement" means the Registry Agreement between ~~Registry Operator~~RO and ICANN ~~dated December 22, 2014~~ for the operation of the ~~.STORAGE~~Registry TLD or TLDs, as ~~the same may be~~ amended from time to time, or as renewed.

xi.   "Registry" or "RO" means a Registry Portfolio Operator serving as RO for a number of TLD's, its successors and assignees.

xii.   "TLD" or "TLDs" shall refer to the generic top-level domain or all domains as delegated by ICANN to RO by Agreement for these strings: *.Storage.*

xiii.   The "Effective Date" is the date upon which the condition precedents have been meet in paragraphs 2.1 and 2.2 below.

xiv.   "Registered Name" means a domain name within the TLD.

xv.   "Registrant" means the holder of a Registered Name.

xvi.   "Registration Agreement" is the agreement between the Registrant and the Registrar.

xvii.   The word "Registrar," when appearing with an initial capital letter, refers to the entity listed in the preamble above, a Party to this Agreement.

xviii.   "Registrar Services" means services provided by a registrar in connection with the TLD (s), and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.

1.14.xix.   "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the .STORAGE TLDTLD(s) that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOISWhois queries, for some or all of those names.

xx.   "Registry Services" shall mean the service that processes transactions via the Registry System.

xxi.   "Registry Services Provider" or "CentralNic" means CentralNic Ltd of 35-39 Moorgate London EC2R 6AR, the entity authorized by RO to provide the Registry Services, and its successors and assigns.

xxii.   "Registry System" means the registry system operated by the Registry Services Provider for Registered Names in the TLD.

1.15.xxiii.   "Registry Policies" include those policies, procedures, guidelines, launch plans and criteria promulgated by Registry Operator and updatedRO from time to time, as authorized by and include, ICANN in the Registry Agreement, including such policies published by Registry Operator on the Registry Website,applicable to new TLD(s), which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement. Any changes made by Registry to the Registry Policies will be posted on Registry Website and will go into effect no fewer than thirty (30) days after posting and are subject to amendment from time to time.

1.16.   "**Registry Service Provider**" means the third party listed in Exhibit B hereto, contractually bound to operate the .STORAGE TLD technical infrastructure, including without limitation the Registry System and Registry Database, and provide the Registry Services to third parties, on behalf of Registry Operator.

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

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(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 TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; AND (ii) provided by the Registry Operator for the .STORAGE 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 (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.

1.18. The "**Registry System**" means the registry system operated by Registry Operator for Registered Names in the .STORAGE TLD.

1.19. The "**Registry Website**" means the Registry's primary website, accessible at www.domains.storage, where information about the Registry and Registry Policies can be found.

1.20. "**Start-Up Process**" consists of, but is not limited to: QLP, Sunrise, LRP, and GA as defined in the Registry Agreement and further refined in the ".STORAGE Sunrise Policy" document and other relevant documents.

1.21. "**Term**" means the term of this Agreement, as set forth in Subsection 10.1.

1.22. 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

xxiv.   "Term of this Agreement" shall have the meaning set forth in Paragraph 8.3 below.

2. CONDITION PRECENDENT

2.1 In order for this Agreement to have full force and effect, the Registry Operator has to enter into a Registry Agreement with ICANN for one or more of the TLDs (or has taken an assignment of such an Agreement) and IANA has approved the delegation of such TLDs into the Internet root.

2.2. The Effective Date of this Agreement shall be the latter of the requirements in paragraph 2.1 being met or the date of signing by the parties to this Agreement. Where one Party has signed before the other Party the latter date shall apply.

2.3 If any of the TLDs has not yet been delegated by IANA into the root, then this Agreement shall not have any effect for that TLD until such date or unless that TLD is delegated into the root.

3. ACCREDITATION.

3.1 **Accreditation**. During the Term~~Access to Registry System. Throughout the term~~ of this Agreement, ~~Registry Operator shall provide~~ Registrar ~~with unencumbered access~~ is hereby accredited by RO to act as a registrar (including register and renew registration of Registered Names in the Registry Database) for the TLDs through the Registry System.

3.2 **Intellectual Property License**. Registrar's use of RO name, website and logo(s), RO hereby grants to Registrar a nonexclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by Registry as a registrar for the TLD, b) to use TLD's logos in connection with promotion, marketing and registration of TLD, c) to use RO's website(s) URLs associated with logo. No other use of RO's name or TLDs name(s), website(s) or logo(s) are licensed hereby. This license may not be assigned or sublicensed by Registrar except Registrar may assign all of its rights and obligations under this Agreement to an affiliate, subsidiary or successor-in-interest as a result of a merger or consolidation, or in connection with the sale or transfer of all or substantially all of it business or assets to which this Agreement relates. The Registrar will derive no right, title or interest in such intellectual property.

4. REGISTRY OBLIGATIONS

~~2.1.~~ 4.1. **Access to Registry System.** Throughout the Term of this Agreement, CentralNic shall operate the Registry System and provide Registrar with access to the Registry System ~~that~~to transmit domain name registration information for the Registry ~~Service Provider operates on behalf of~~TLD to the Registry ~~Operator, according to its arrangements with ICANN~~System. Nothing in this Agreement entitles Registrar to enforce any agreement between ~~Registry Operator~~RO and ICANN.

~~2.2.~~ 4.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, ~~Registry Operator~~RO shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees~~required by Subsection 5.1~~.

~~2.3.~~ 4.3. **Changes to System.** ~~Registry Operator~~ RO and /or ~~Registry Service Provider~~CentralNic may from time to time replace or make modifications to the EPP, APIs, or Software or other ~~software provided by Registry Service Provider pursuant to this Agreement,~~ materials licensed hereunder that will modify, revise or augment the features of the Registry System. ~~Registry Operator~~RO and or CentralNic will provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the Registry System, unless it is a change to EPP or requires implementation by Registrar in which case CentralNic and or RO will provide Registrar with ninety (90) days ~~notice prior to the~~

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~~implementation of any material changes and thirty (30) days notice prior to non- material changes to the EPP, APIs or software provided by Registry Service Provider pursuant to thisAgreement~~prior notice. RO will use commercially reasonable efforts to provide Registrar with advance notice of any non-material changes. These notice periods shall not apply in the event Registry System is subject to the imminent threat of a failure or a material security threat, immediate implementation of ICANN temporary policies (Spec 1, Section 2 of the RA), or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic; and/or (iii) data traffic not conforming to the protocols used by the Registry System, but RO will use commercially reasonable efforts to provide notice as soon as practicable.

~~2.~~4. **Engineering and Customer Service Support**. During the Term of this Agreement, Registry Operator, through its Registry Service Provider, will provide 24x7x365 telephone and e-mail customer service support to Registrar (but not to Registered Name Holders orprospective

~~customers of Registrar), for engineering and other issues solely relating to the Registry System and its operation. Registry Operator will provide Registrar with detailed contact information for such support of the EPP, APIs and Software.~~

4.4. **Handling of Personal Data.** ~~Registry Operator shall notify Registrar of the purposes for which~~ Data about identified or identifiable natural persons ("Personal Data") submitted to the Registry ~~Operator~~ by Registrar ~~("RPD") is~~ under this Agreement will be collected and ~~the intended recipients (~~used by RO and ~~or categories~~CentralNic for the purposes of providing Registry Services as defined in the Registry Agreements (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS") and for purposes of data escrow requirements. In addition:

4.4.1 RO shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes.

4.4.1 RO will not assign the data to any third party. When required by ICANN, however, RO may make Personal Data available to ICANN or the relevant government or law enforcement authorities for inspection. Registrar must obtain the express consent of ~~recipients)~~each Registrant of the TLDs for the collection and use of Personal Data described in this Section 4.4.

4.4.2 With respect to third-party individuals whose Personal Data is provided by the Registrant to the Registry System, Registrant must represent and guarantee that they have informed such ~~RPD. Registry Operator~~third party individuals of the intended use by RO of their Personal Data.

4.4.3 RO shall take reasonable steps to protect ~~RPD~~Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. ~~Registry Operator~~

~~2.5.~~ 4.4.4 RO shall not use or authorize the use of ~~RPD~~Personal Data in a way that is incompatible with the ~~notice provided to registrars, and such RPD may only be used for internal business~~ purposes. ~~Registry Operator will not share, sell, rent or otherwise disclose RPD to any third parties. Registry Operator~~ of providing Registry services. RO may from time to time use the demographic data collected for statistical analysis ~~or other business purposes, provided that this use will not disclose RPD and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use. For the avoidance of doubt, the provisions of this paragraph do not apply to publicly available information.~~, provided that this analysis will not disclose individual Personal Data.

~~2.6. **Service Level Agreement**. Registry Operator shall use commercially reasonable efforts to obligate its Registry Service Provider to meet the performance specifications set forth in Specification 10 to the Registry Agreement.~~

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2.7. **4.5. ICANN Requirements.** ~~Registry Operator's~~ RO'S obligations hereunder are subject to modification at any time as ~~a~~the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, ~~Registrar~~Registry shall comply with any such ICANN ~~requirements and shall require any Registered Name Holders to comply with such~~ requirements in accordance with the timeline defined by ICANN.

~~2.8. **New Registry Services.** Registry Operator shall provide Registrar no less than ninety (90) days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.3 above.~~

~~2.9. **Unavailable or Premium Domain Names.** If requested by Registrar, Registry Opearor or Registry Operator's Registry Service Provider~~4.6. **Zone Files.** RO will provide Registrar ~~with~~ access to ~~an FTP server~~Registry zone files, which will ~~contain the following files which shall~~ be updated ~~on a daily basis: (i) a~~by RO every twelve (12) hours. RO will also provide a current list of all ~~domain names in the TLD~~domains that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered ~~and (ii) a list of all domains that are priced differently than standard pricing for the TLD, including price information needed to support registration, renewal, redemption, and transfer transactions. Registry Operator will provide at least ninety (90) days notice for any changes to the pricing of unregistered domain names, and one hundred eighty (180) days notice for any changes to the pricing of any Registered Name~~. RO will provide Registrar with a daily file that includes all Registrar registered domains with renewal and redemption pricing, if different than the standard pricing.

4.7 **Price List.** RO will post its fees for registration, renewal, transfer and redemption on the CentralNic Registrar Console and in the event there are any non-standard priced domains the RO will provide a current price list of all non-standard domain names, which may include Premium Priced domains, including registration, renewal and transfer pricing.

3. **5. REGISTRAR'S OBLIGATIONS** ~~OF REGISTRAR~~

5.1 **Obligation to maintain a Registrar Agreement with CentralNic**. All Registrars as a condition precedent must enter into and maintain a Registrar Agreement with CentralNic.

3.1. **5.2. Accredited Registrar**. During the ~~term~~Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar ~~for the .STORAGE~~

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~~TLD.~~under the Registrar Accreditation Agreement (approved by ICANN in 2013; or subsequent version) "RAA".

~~Communication with Registered Name Holder.~~ ~~Subject to the notice provisions provided herein,~~5.3 **Registrar's Resellers**

~~3.2.~~ 5.3.1 Registrar ~~shall not communicate any information~~may choose to allow its own resellers to ~~a Registered Name Holder which is~~

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inconsistent or otherwise notfacilitate the registration of domain names in compliance with (i) the Registry Policies, (ii) the termsSystem and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this Sections 5 of this Agreement, or (iii) any operational standards, procedures and practices established from time to time by Registry Operator and either publicly posted by Registry Operator on the Registry Website or directly communicated to Registrar. Registrar shall facilitate and allow Registry Operator to communicate with the Registered Name Holder (e.g. to request additional information regarding compliance requirements) to ensure that Registered Name Holder is in compliance with Registry Policies, or in complying with law enforcement or a court order.

5.3.2 Registrar will in any event remain fully responsible for the compliance of all obligations assumed by Registrar in this Section 5 of this Agreement.

3.3. **5.4 Registrar Responsibility for Customer Support.** Registrar shall at a minimum provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion, redemption, deletion (at Registrar's discretion), or transfer of Registered Names and (ii) customer service and billing and technical support to Registered Name Holders.Registrants. Notwithstanding the foregoing and with the exception of fulfilling preexisting obligations to Registered Name Holders, Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, cancellations, modifications, renewals, deletions,redemptions or transferstransfer of Registered Names. Registrar shall publish to Registrants emergency contact information for critical situations such as domain name hijacking.

3.4. **5.5 Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder ("Registration Agreement"). Registrar's with the Registrant. Registrar shall include in its Registration Agreement may contain multiple alternative forms and Registrar may from time to time amend those forms of Registration Agreement or add alternative forms of Registration Agreement, provided that all versions of the agreement bind the Registered Name Holder to all Registry Policies, bind the Registered Name Holder to all ICANN Policies, include those terms required by this Agreement and other terms that are consistent with Registrar'sRegistrar's obligations to Registry OperatorRO under this Agreement.

5.5.1 **Public Interest Commitments** Registrars in the Registration Agreement shall notify registrants that they must comply with all applicable laws.

5.5.2 Further and in particular the Registrar will include in its Registration Agreement with registrants a provision requiring all registrants to comply with all applicable laws including

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those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

5.5.3 and include a provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name.

5.5.4 If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

5.6 **Misrepresentation.** Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any of the Registry System that is superior to that of any other registrar accredited for the relevant TLD(s).

5.7**. Indemnification Required of Registrants.** In its Registration Agreement with each Registrant, Registrar shall require each Registrant to indemnify, defend and hold harmless RO, CentralNic and their subcontractors, and 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 Registrant's domain name registration. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

3.5 5.8. **Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in its Registration Agreement with each ~~Registered Name Holder~~Registrant, as applicable, an obligation for ~~such Registered Name Holder~~each Registrant to comply with each of the following requirements:

3.5.1. 5.8.1. ICANN standards, policies, procedures, and practices for which ~~Registry Operator~~RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.2. ~~Operational~~5.8.2. operational standards, policies, procedures, and practices for the ~~.STORAGE~~Registry TLD established from time to time by ~~Registry Operator~~RO in a non-arbitrary manner and applicable to all registrars, including ~~without limitation all~~

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Registry Policies and registration application requirements. Any additional or revised Registry Operatoraffiliates of RO, and consistent with ICANN's standards, policies, procedures, and practices and RO's Registry Agreement with ICANN. Additional or revised RO operational standards, policies, procedures, and practices for the .STORAGERegistry TLD shall be effective thirty (30upon notice ninety (90) days after posting on Registry Website.prior notice by RO to Registrar unless mandated by ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar'sRegistrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's registration agreement.

3.6. **Indemnification Required of Registered Name Holders**. In its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and its subcontractors, 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 and the use thereof. The Registrar's Registration Agreement shall further require this indemnification obligation survive the termination or expiration of the Registration Agreement..

3.7 **5.9. Additional Requirements for Registration Agreement.** In addition to the provisions of Subsections 3.Sections 5 and 3.6.5, 5.7, in its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holdereach Registrant to:

3.7.1. Consent**5.9.1.** consent to the collection, use, copying, distribution, publication, modification and other processing of the Registered Name Holder'sRegistrant's Personal Data by Registry OperatorRO and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory localpursuant to Section 4.4, including data protection, laws and privacy;escrow requirements as determined by ICANN;.

3.7.2. Submit**5.9.2.** submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("("UDRP") and"), and submit to proceedings commenced under ICANN's Uniform Rapid Suspension System ("("URS");."), under ICANN's related rules; and

3.7.3. Correct**5.9.3.** correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.7.4. Agree**5.9.4.** when applicable agree to be bound by the terms and conditions of the .STORAGERegistry TLD, including without limitation the QLP, Sunrisesunrise period and all LRPsthe land rush period, the procedure and process for compliance with the ICANN Trademark Clearing house and any Sunrise Dispute Resolution Policy, and further to acknowledge that Registry OperatorRO has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the QLP, Sunrisesunrise period or any LRPsthe land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrisesunrise registration; and

3.7.5. Abstain from distributing malware, abusively operating botnets, phishing, piracy,

~~trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activities contrary to applicable law;~~

~~3.7.6.~~ ~~Acknowledge~~**5.9.5.** acknowledge and agree that ~~Registry Operator~~RO reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold~~, suspension~~ or similar status, that it deems necessary, in its discretion~~.~~: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to ~~comply with any applicable Registry Policies and ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to~~ avoid any liability, civil or criminal, on the part of ~~Registry Operator~~RO , as well as its affiliates, subsidiaries, officers, directors, and employees~~, (5)~~ and those of CentralNic; (4) per the terms of the Registration Agreement~~; (6) following an occurrence of any of the prohibited activities described in Subsections 3.7.5 above; or (7)~~ or (5) to correct mistakes made by ~~Registry Operator~~RO or any Registrar in connection with a domain name registration. ~~Registry Operator~~RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute~~; Registry Operator.~~ RO will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers~~or,~~ changes or registry lock made to any registration by ~~Registry Operator not initiated~~RO (in respect of a domain sponsored by the Registrar. ~~Registry Operator will use best efforts to cause such notice to be provided via EPP command, knowing that is Registrar's preferred method of receipt; and~~).

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3.7.7. Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .STORAGETLD.

3.8. **Additional Requirements for Registered Name Holders.** Registrar shall also either include the following language in its Registration Agreement or require each Registered Name Holder to separately agree in writing to the following: "Notwithstanding anything in the Registration Agreement to the contrary, Self Storage Company, LLC, the Registry Operator of the .STORAGE TLD, is and shall be an intended third party beneficiary of the Registration Agreement. As such the parties to the Registration Agreement acknowledge and agree that the third party beneficiary rights of Self Storage Company, LLC have vested and that Self Storage Company, LLC has relied on its third party beneficiary rights under the Registration Agreement in agreeing to _____ [*Registrar's name*]____ being a registrar for the .STORAGE TLD. Additionally, the third party beneficiary rights of Self Storage Company, LLC shall survive any termination of the Registration Agreement."

3.9. ~~**Data Submission Requirements.**~~ 5.9.6 As part of its registration ~~and sponsorship~~ of Registered Names in the ~~.STORAGE TLD~~TLDs, Registrar shall submit ~~complete data as required by technical specifications of the~~to, or shall place in the Registry Database via 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 and as otherwise required for Registry Operator's operation of the .STORAGE TLD. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Operator in a timely manner.~~

3.10. ~~**Security.** Registrar shall develop and employ in its domain name registration business all necessary 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 the necessary 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.~~

3.10.1. ~~Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by the Registry Service~~by Registry Services Provider ~~and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Registry Operator within 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.~~, the following data elements:

.STORAGE

3.10.2. 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 EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Registry Operator. The Registrar shall provide the Registered Name Holder 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) days.~~

~~3.11. **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 System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Except in the case of an emergency, Registry Operator will provide advance notice via email and phone call to Registrar's technical contact. 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.~~

i. The name of the Registered Name being registered;
ii. The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if available;
iii. Unless automatically generated by the Registry System, the identity of the Registrar;
iv. Unless automatically generated by the Registry System, the expiration date of the registration; and
v. Public Access to Data on Registered Names.
vi. During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois
vii. Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD Whois shall consist of the following elements:
   a. The name being registered;
   b. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
   c. The identity of Registrar (which may be provided through Registrar's website);
   d. The original creation date of the registration;
   e. The expiration date of the registration;
   f. The name and postal address of the Registrant;
   g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
   h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

i. The Registrar must have the consent of the Registrant to the use, copying, distribution, publication, modification, and other processing of Registered Domain Holder's Personal Data by RO and CentralNic and its designees and agents as necessary for the purposes of providing the domain name.

5.10 Upon receiving any updates to the data elements listed in Section 5.9.6 from the Registrant, Registrar shall promptly, and no later than within five (5) business days, update its database and provide such updates to the Registry Services Provider.

5.11 Business Dealings, Including with Registrant. Registrars must comply with the laws, rules and administrative regulations of the all relevant governmental agencies.

5.12 TLDs domain names shall be registered on a first come, first served basis outside of pre-registration, auctions, sunrise and landrush phases.

5.13 Registrar shall require all Registrants to enter into an electronic or written registration agreement with Registrar.

5.14 The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in Section 5.9.

5.15 A Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registrant's Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration.

5.16 Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow - reasonable policies published by RO from time to time with respect to such complaints.

3.12. 5.17 **Time.** Registrar agrees that in In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Databasedatabase, the time shown in the Registry records shall control.

3.13. **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 Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

3.14. **Restrictions on Registered Names**. In addition to complying with ICANN standards, policies,

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procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes, regulations and Registry Policies limiting the domain names that may be registered.

4. LAUNCH PHASES & RESTRICTIONS

4.1 Registry Operator will include a detailed Launch Plan in the Registry Policies posted on the Registry Website. Updates made by Registry Operator to the Launch Plan will go into effect thirty (30) days after being posted on the Registry Website, provided however, that all updates will be subject to related required ICANN notice periods.

4.2 Registry Operator's Launch Plan may include the following phases:

4.2.1 Sunrise: Registry Operator will run a Start-Date Sunrise Period for the TLD in accordance with ICANN policy and requirements.

4.2.2 Limited Registration Period(s): Registry Operator will run one or several LRP(s) after Sunrise, but before General Availability during which verification of prospective Registered Names Holders will be required prior to full activation and allocation of any Registered Names and extra restrictions will be placed on registrant eligibility, name allocation, and name selection. Registrar agrees and understands that LRP(s) will require additional

~~development and/or technical work to ensure compliance with Registry Operator's LRP verification and restriction requirements.~~

~~4.2.3: General Availability: Registry Operator will conclude launch by transitioning the .STORAGE TLD to a General Availability phase during which registrants may apply to register domain names on a rolling basis.~~

~~4.3 **Ongoing Verification & Restrictions**. Registrar acknowledges and accepts that supporting the LRPs outlined in the Launch Plan may require additional action by Registrar to comply with verification and allocation requirements for such periods as set out in the Registry Policies. However, Registrar is under no obligation to support such LRP if it chooses not to. Additionally, Registrar acknowledges and accepts that Registry Operator or its designee will be performing ongoing verification and checks to ensure compliance with Registry Policies.~~

5.18 **Non-Uniform Renewal Registrations Pricing**. Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrations, that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one domain may be $100.00 and $33.00 for a different domain name.)

6. **REGISTRY POLICIES AND PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.**

6.1 **Domain-Name Dispute Resolution**. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names in accordance with the ICANN Uniform Domain Name Dispute Resolution Policy and the Uniform Rapid Suspension System ("URS") as set forth on the ICANN website and or RO's website(s)(or such other URL as RO may designate), as amended from time to time ("Dispute Policy").

6.2 In particular in relation to URS:

6.2.1 Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed and

6.2.2 Registrar MUST NOT renew a domain name to such a URS Complainant for longer than one year.

6.3 Registrar's Ongoing Obligation to Comply with New or Revised Specifications and Policies.

RO has the rights to amend this Agreement subject to material changes being approved by ICANN and at least ninety (90) calendar days email notice of any revisions before any

such revisions become binding upon Registrar; however the Registrar reserves the right to accept the revised terms with less notice.

6.4 During the Term of this Agreement, Registrar shall comply with the terms of this Agreement and with all agreed new or revised terms of its Registrar Agreement with CentralNic.

6.5 RO has the rights to amend this Agreement subject to material changes being approved by ICANN and at least ninety (90) days email notice of any revisions before any such revisions become binding upon Registrar; however the Registrar reserves the right to accept the revised terms with less notice.

6.6 For all purposes under this Agreement, the policies specifically identified by RO on the Support -> Documentation section of the CentralNic Console as of the date of this Agreement as having been adopted by RO before the date of this Agreement shall be treated in the same manner and have the same effect as "Registry Policies". Such RO Policies are hereby incorporated by reference and shall be binding on Registrar. RO may amend or otherwise revise any of such RO Policies from time to time by providing ninety (90) days prior email written notice. Registrar agrees that if it does not agree to any such amendment or modification, its sole recourse is to terminate this Agreement.

6.7 Reservation of Rights for RO. RO reserves the right to instruct the Registry Services Provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries or subcontractors, or the officers, directors, representatives, employees, or stockholders of any of them; (4) for violations of this Agreement; or (5) to correct mistakes made by RO or any registrar in connection with a domain name registration RO also reserves the right to hold or lock a domain name during resolution of a dispute. RO will provide Registrar notice via EPP, email or phone call of any cancelation, transfers or changes made to any registration by RO not initiated by the registrar.

6.8 Within two (2) weeks after each Registry TLD general availability, Registry Operator will allow and support bulk transfer to Registrar, without extension of the registration term, and Registry Operator will reimburse Registrar for fees incurred under the Transfer Policy.

7. FEES

5. FEES

5.1. Amount of Registry Operator Fees.

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5.1.1. 7.1 Registrar ~~agrees to~~shall pay Registry ~~Operator or its designee in accordance with~~Service Provider (CentralNic) the ~~fee schedule set forth in Exhibit A~~fees for TLD including initial and renewal registrations and other services provided by ~~Registry Operator~~RO to Registrar (collectively, ~~"~~ "Fees"). RO reserves the right to increase the Fees~~"). Registry Operator reserves the right, from time to time, to modify the Fees in a manner~~ (registrations or renewals) prospectively upon one hundred and eighty (180) days prior notice. RO may reduce Fees on such notice in the manner permitted by the RA in relation to Qualified Marketing Programs and consistent with ICANN policy and RO policies ~~and Registry Policies~~.

5.1.2. 7.2 Variable Registry-Level Fee. In ~~addition, Registrar agrees to pay Registry Operator or its designee~~ the ~~applicable~~ event that RO is required to pay Variable Registry-Level Fees ~~assessed~~ to ~~Registry Operator by~~ICANN~~, as permitted by~~ in accordance with Subsection 6.3 (a) of the ~~Registry Agreement, by no later thirty (30) days after the date of an invoice from Registry Operator for such fees.~~

5.2. ~~Payment of Registry Operator Fees. Registry Operator~~RA, RO shall ~~submit~~be entitled to collect such Fees from Registrar, and Registrar ~~invoices for all~~hereby gives express approval of RO's collection thereof, in addition to Fees ~~incurred and not yet paid~~due to RO under Section 7.1 above, of the amount that is equivalent, on a ~~monthly~~per-name basis~~. Within fifteen (15) days after receipt of an invoice from Registry Operator, Registrar shall remit full payment of all Fees described in such invoice. A failure to remit~~, to the ~~Fees within sixty (60) days of when~~Variable Registry-Level Fee paid by RO to ICANN with respect to Registrar's registrations in the ~~Fees are due shall be deemed a material breach of this Agreement. Additionally, any late Fees shall bear interest at the greater of the rate of one percent (1%) per month or the maximum rate allowed by law~~TLD Registry.

7.3 All Fees are exclusive of applicable taxes (specifically including sales tax and Value Added Tax), which Registrar will be responsible to pay and are subject to the terms and conditions of the Registrar Agreement or the Master Registrar Access Agreement with CentralNic.

8. TERM AND TERMINATION

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

~~Use of Confidential Information. During the Term of this Agreement, a party may be required to disclose its Confidential Information (the "Disclosing Party"")~~8.1 The Term of this Agreement shall commence on the Effective Date and unless earlier terminated in accordance with the provisions of this Agreement, shall expire at the end of the last calendar month which is two (2) years after the Effective Date. The Term of this Agreement shall automatically renew for

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additional two (2) year periods unless either Party provides notice to the other Party of termination in writing, at least thirty (30) days prior to the end of the initial or any renewal Term. Registrar may terminate for convenience by providing RO with thirty (30) days prior notice.

8.2 Termination of Agreement by RO. This Agreement may be terminated by RO in any of the following circumstances:

8.2.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.

8.2.2 Registrar is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that RO reasonably deems as the substantive equivalent of those offenses;

8.2.3 Registrar is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

8.2.4 Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that RO deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.

8.2.5 Registrar fails to cure any breach of this Agreement within 30 calendar days after RO gives Registrar written notice of the breach;

8.2.6 Registrar continues acting in a manner that RO has reasonably determined endangers the stability or operational integrity of the Internet or the Registry System after receiving seven (7) calendar days' notice of that determination;

8.2.7 Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar's property or assets or the liquidation, dissolution or winding up of Registrar's business; or

8.2.8 RO's right to accredit registrars for the TLDs expire or be terminated by ICANN.

8.3 **Term of this Agreement; Right to Substitute Updated Agreement**. The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with the terms of this Agreement. In the event that, during the

Term of this Agreement, RO posts on its website or on the CentralNic Registry Console an updated form of registrar agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 8.2 above) may elect, by giving RO written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and RO shall promptly sign a new agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

8.4 Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

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

8.5.1. Registry Operator will 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.

8.5.2. Registrar shall immediately transfer its sponsorship of all Registered Names to another Authorized Registrar in compliance with any procedures established or approved by ICANN.

8.5.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

8.5.4. All Fees owing to Registry Operator shall become immediately due and payable.

(the "Receiving Party").8.5.5 In the event of termination of this Agreement, the following shall survive: Sections 4.5, 5.3, 5.4, 5.6, 7, 8, 9, 10 11, 13 and 14 of this Agreement.

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

6.1.1. 9.1.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.

6.1.2. 9.2 The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

6.1.3. Except as expressly contemplated hereunder, the9.3 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, 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.

6.1.4. 9.4 The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

6.1.5. 9.5 The Receiving Party agreesshall not to prepare any derivative works based on the Confidential Information.

6.1.6. 9.6 Notwithstanding the foregoing, this Subsection 6.1section 9 imposes no obligation upon the parties with respect to information that (ai) is disclosed within the Disclosing Party's prior written approvalabsence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (bii) is or has entered the public domain through no fault of the Receiving Party; or (ciii) is known by the Receiving Party prior to the time of disclosure; or (div) is independently developed by the Receiving Party without use of the Confidential Information; or (ev) is made generally available by the Disclosing Party without restriction on disclosure.

6.1.7. In the event the Receiving Party is required by or (vi) is disclosed to comply with law, regulation or court including any 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 orderof any court of competent jurisdiction 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~~any competent judicial, governmental or ~~other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal~~regulatory body ~~from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally~~required.

~~6.1.8.~~ 9.7 The Receiving Party's duties ~~under this Subsection 6.1~~ shall expire ~~five (5~~two (2) years after the ~~information is received~~expiration or termination of this Agreement or earlier~~,~~ upon written agreement of the parties. ~~Upon expiration or termination, or at the Disclosing Party's request, the Receiving Party will return or destroy Confidential Information in the Receiving Party's possession.~~

~~6.2 **Intellectual Property**.~~

~~6.2.1.~~ 9.8 Subject to the licenses granted hereunder, each ~~party~~Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. ~~In addition, Registry Operator, or its suppliers and/or licensees, including without limitation its Registry Service Provider, shall own all right, title and interest in and to the EPP, APIs,~~

~~and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.~~

~~6.2.2.~~ 9.9. 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.

~~7. INDEMNITIES AND LIMITATION OF LIABILITY~~

10. Limitations on Liability for Violations of this Agreement. EXCEPT FOR A BREACH OF SECTION 9 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 9 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 11, IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEEDING 12 MONTH PERIOD. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Indemnification. Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by ~~Registry Operator~~RO under this Section, will indemnify, defend and hold harmless RO, the Registry ~~Operator~~Services Provider, their affiliates, subsidiaries and ~~its employees,~~ subcontractors, and the respective directors, officers, employees, representatives, agents ~~and,~~ affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, ~~or~~ other proceeding of any kind (a "Claim") brought against ~~Registry Operator or any affiliate of Registry Operator~~that Indemnified Person 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; (iii) relating to Registrar's violation of ICANN requirements; (iv) as a result of Registrar's failures to include adequate provisions in its Registration Agreement pursuant to Section 3 above to hold a Registered Name Holder liable for impermissible conduct, or (v) 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.

or any other business conducted by Registrar; provided, however, that in any such case: (a) RO or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar's written request, RO or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses RO and such other Indemnified Persons 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 claimClaim with respect to a particular Indemnified Person without Registry Operator'sthe prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses when incurred, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry OperatorRO and other Indemnified Persons in connection with or arising from any such indemnifiable claim, suit, action or proceeding. Registry OperatorClaim.

7.1. 11.1 **Indemnity.** RO, at its own expense and within thirty (30) calendar days after presentation of a demand by Registrar under this Section, will indemnify, defend and hold harmless Registrar and its employees,, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agentsand, affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, orother proceeding of any kind (a "Claim") brought against Registrar or any affiliate of Registrarthat Indemnified Person based onor,. arising from, (i) any failure on the part of RO's domain name registration systems, and/or (ii) any claim or alleged claim that the APIs, EPP, Registry Services, or Registry Systemthe RO's domain registration systems infringe an on another Party's intellectual property right of any third party. Registry Operator; provided, however, that in any such case: (a) Registrar or any other Indemnified Person provides RO with reasonable prior notice of any such Claim, and (b) upon RO's written request, Registrar or any other Indemnified Person will provide to RO all available information and assistance reasonably necessary for RO to defend such Claim; provided further that RO reimburses Registrar and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. RO will not enter into any settlement or compromise of any such indemnifiable claimClaim with respect to a particular Indemnified Person without Registrar'sthe prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registry OperatorRO will pay any and all costs, damages, liabilities, and expenses when incurred, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registrar and other Indemnified Persons in connection with or arising from any such indemnifiable claim, suit, action or proceedingClaim.

7.2. **Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATIONS OF THIS AGREEMENT. IN ADDITION, EXCEPT FOR A BREACH OF SECTION 6 OR THE INDEMNIFICATION OBLIGATIONS IN SECTION 7, IN NO EVENT SHALL

EITHER PARTY'S LIABILITY EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID OR PAYABLE BY REGISTRAR TO REGISTRY OPERATOR, EXCLUDING ANY FEES PAID UNDER SECTION 5.1.2 ABOVE, IN THE PRECEDING TWELVE (**12**) MONTH PERIOD OR (II) $100,000.

7.3 **Disclaimer of Warranties**. ALL ITEMS PROVIDED BY REGISTRY OPERATOR HEREUNDER 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. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. OF ANY ITEMS PROVIDED BY REGISTRY OPERATOR HEREUNDER.

7.4 **Reservation of Rights**. Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the .STORAGE TLD; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with Registry Policies and any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) for violations of this Agreement; (6) following an occurrence of any of the prohibited activities described in Subsection 3.7 above; or (7) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to freeze a Registered Name, including without limitation, placing a Registered Name on hold, lock, or other status, during the resolution of any dispute or in order to comply with Registry Policies.

8. INSURANCE

8.1. **Insurance Requirements**. Registrar shall acquire, on or before the Effective Date, at least Two Million Dollars ($2,000,000 USD) in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a certificate of insurance to Registry Operator, current as of the Effective Date, upon Registry Operator's reasonable request. Such insurance shall name Registry Operator as an additional insured party and entitle Registry Operator to seek compensation under such policy on behalf of itself and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

9. DISPUTE RESOLUTION.

Dispute Resolution. **. No Third-Party Beneficiaries.** This Agreement is to shall not be construed in accordance with and to create any obligation by either RO or Registrar to any non-party to this Agreement, including any Registrant.

13. Governing Law. This Agreement shall be governed by the laws of the State of Utah and the Parties expressly submit to the jurisdiction of the State and Federal courts in Salt Lake County, Utah. Disputes and construed under the laws of New York without regard to its conflict of law provisions.

9.1. **14. Dispute Resolution.** Any controversy or claim arising under out of or relating to this or in connection with this Agreement, including requests for specific performance,

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mayshall 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") upon mutual agreement by the parties."). The arbitration shall be conducted in the English language and shall occur in Salt Lake City, Utah,New York, NY USA. There shall be three arbitrators: each partyParty 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 (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award, or any claims under this Agreement shall be brought in a state or federal courtthe courts in Salt Lake City, Utah, USANew York; 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, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Salt Lake City, Utah, USANew York, which shall not be a waiver of this arbitration agreement.

15. Notices, Designations, and Specifications. 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 (return receipt requested), by courier or express delivery service, by e-mail (against of receipt of confirmation of delivery) or by fax(against receipt of answerback confirming delivery) during business hours to the address or fax number set forth beneath the name of such Party below or when delivery as described above is refused by the intended recipient, unless such Party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from RO to Registrar at such time as RO posts any notice, update, modification or other information on its RO website or the CentralNic Console, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new TLD(s) Registry Policy).

If to Registrar:

Address:

Phone:

Fax:

Email:

If to: RO the notice shall be served to the RO at the address and email provided on the top of this Agreement.

16. Amendments and Waivers. No amendment or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, save that any applicable registry TLD Policies may be updated from time and posted for review on its website and or the CentralNic Registrar Console. No waiver of any of the provisions of

this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

17. **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.

~~**10.** **TERM AND TERMINATION**~~

~~10.1.~~ ~~**Term of the Agreement; Revisions**~~. ~~The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is three (3) years after the Effective Date. The Term of this Agreement shall automatically renew for additional two (2) year periods unless either party provides notice to the other of termination, in writing, at least thirty (30) days prior to the end of the initial or any renewal Term. 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 sixty (60) 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 sixty (60) day period, Registrar shall be deemed to have terminated this Agreement effective immediately.~~

~~10.2.~~ ~~**Termination**~~. ~~This Agreement may be terminated as follows:~~

~~10.2.1.~~ ~~Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement 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.~~

~~10.2.2.~~ ~~Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.~~

~~10.2.3.~~ ~~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 11.1.1.~~

~~10.2.4.~~ ~~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, or seeking 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.

10.2.5. Termination in the Event of Legal Infraction. Registry Operator may terminate this Agreement if Registrar, or any of its officers or directors, is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Registry Operator reasonably deems as the substantive equivalent of those offenses

10.2.6 Registry Operator may terminate this Agreement in the event Registrar continues acting in a manner that Registry Operator has reasonably determined endangers the stability or operational integrity of the Internet, the .STORAGE TLD and its users, or the Registry System after receiving seven (7) calendar days' written notice of that determination

10.2.7. Registrar may terminate this Agreement at any time, for any reason, by providing thirty (30) days prior written notice.

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

10.3.1. Registry Operator will 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.

10.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

10.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

18. 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, 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), internet disruption or outage, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, 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 non-performance as soon as possible.

19. Counterparts. This a 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.

20. Entire Agreement.

This Agreement including documents incorporated by reference constitutes the entire agreement of the parties hereto pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. It is expressly agreed by the parties that this Agreement shall not supersede the terms of the Registrar's registrar agreement with CentralNic (or the CentralNic Master Registrar Access Agreement).

21. Construction; Severability. 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. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted there for such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.

22. Representation and Warranty. Registrar and RO each represents and warrants that: (i) it is a corporation, limited liability company, partnership or other form of entity, as applicable, duly incorporated, organized or formed, and validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation, (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, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by either Party in order for it to enter into and perform its obligations under this Agreement subject to section 2.1 above as regards RO.

10.3.4. **23.** All Fees owing to Registry Operator shall become immediately due and payable.

10.4. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.5, 3.5, 6.1, 7.2, 7.1, 9.1, 10.3.3, 10.3.4, 11.4, 11.2, 11.3, 11.4,11.5, 11.6, 11.7, 11.8, and 11.12 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.6. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its

terms.

11. MISCELLANEOUS

11.1. **Assignments.**

11.1.1. 23.1. **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 company with a subsequent Registry Agreementregistry agreement covering the .STORAGERegistry TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

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11.1.2. 23.2. **Assignment in Connection with Assignment of Agreement with ICANN**. In the event that Registry Operator's Registry Agreement with ICANN for the .STORAGE 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 .STORAGE TLD is validly assigned, Registrar'sRegistry Operator's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrarregistry operator assumes the duties of RegistrarRegistry Operator under this Agreement.

11.1.3. 23.3. **Other Assignments**. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither partyRegistrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the other partyRegistry Operator, which shall not be unreasonably withheld.

11.2. **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) to the address or telecopier number 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:

[REGISTRAR]
[ADDRESS]
Attn: _____

If to Registry Operator:

Self Storage Company, LLC
2795 East Cottonwood Parkway, Suite 400
Salt Lake City, Utah 84121 USA
Attn: Chief Legal Officer

with a copy to:

FairWinds Partners LLC
1000 Potomac Street NW, Suite 350
Washington, DC 20007
email: storageregistry@fairwindspartners.com
phone: +1 202 223 9252
Attn: .STORAGE Registry Manager

11.3. **Representations and Warranties**. Registrar represents and warrants that: (1) it is a corporation duly

incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, (4) it is a signatory to the 2013 Registrar Accreditation Agreement or a subsequent Registrar Accreditation Agreement as

may be approved from time to time by ICANN, (5) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (6) 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. Registry Operator represents and warrants that: 1) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will use its best efforts to be, accredited by ICANN or its successor, (4) performance and delivery of this Agreement has been duly authorized by Registry Operator, (6) 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.

11.4. **Third-Party Beneficiaries**. The Parties expressly agree that ICANN is an intended third- party beneficiary 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.

11.5. **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.

11.6. **Amendments**. Except as otherwise provided herein, no amendment, supplement, or modification of **THE PARTIES** hereto have caused this Agreement or any provision hereof shall to be binding unless signed electronically and executed in writing by both parties.

11.7. **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 their 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 authorized representatives.

11.8. **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).

11.9 **Severability**. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality

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or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

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11.10. **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.

11.11. **Entire Agreement.** This Agreement (including its exhibits and those documents incorporated by reference, 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.

11.12. **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.

[Signature Page Follows]

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

SELF STORAGE COMPANY, LLC   [REGISTRAR]

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

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**Exhibit A
REGISTRATION FEES**

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Phase	Application Fee	Registration Fee	Renewal Fee
Sunrise Registrations	n/a	$150 per year	$50 per year
LRP Registrations	$50 (non-refundable)	$50 per year	$50 per year
Standard Registrations/General Availability	n/a	$50 per year	$50 per year
Premium Domain Names	TBD	TBD – Name by Name basis, set by RO.	TBD – Name by Name basis, set by RO.

Other Fees

Transfer Fee	Applicable Renewal Fee From Above
Redemption Fee	$40

Exhibit B

REGISTRY ~~SERVICE PROVIDER~~: XYZ.Com LLC

~~The Registry's Registry Service Provider is: Afilias Limited~~Name: Daniel Negari

Title: Manager