

NOT FOR PUBLICATION

I, (Print Name:) _____, (Sign Here:) _____ represent that I am an authorized agent of, and representative for, the Registrar (Insert Name:) _____, with IANA Number _____, and that I have read the Registry-Registrar Agreement and all its exhibits below and agree to all of its terms on behalf of the Registrar.

Donuts Inc. Registry-Registrar Agreement

Version 1.29

(Signature Date:) _____

INTRODUCTION

The Donuts Inc. subsidiaries listed on **Schedule A** (each a "Registry Operator" and collectively, "Donuts") each have applied to enter into a Registry Agreement (the "Registry Agreement") with the Internet Corporation for Assigned Names and Numbers ("ICANN") to operate a registry and to exercise delegated authority to develop and implement rules, policies and procedures for the management, sale, and use of the corresponding generic top-level domain names listed on Schedule A (the "Donuts TLDs," or singularly, the "Donuts TLD"). In this Registry-Registrar Agreement (the "Agreement"), "you" and "your" refers to the ICANN accredited Registrar listed above ("Registrar") and "us," "our," and "we" refers to Donuts (also referred to as the "Registry"). In this Agreement, Donuts and Registrar may be referred to individually as a "Party" and collectively as the "Parties." This Agreement shall apply to and govern the Parties' obligations related to the registration of domain names and provision of services to the Registrar through the Registry System for each Donuts TLD on Schedule A that (a) enters into a Registry Agreement with ICANN and that Donuts makes available in the Registry System, and (b) Registrar elects to offer to its customers. For the avoidance of doubt, Registrar shall maintain domain name registrations in a Donuts TLD under the terms of this Agreement that it first registered through the Registry System, even when Registrar has elected to stop registering new domain names in such Donuts TLD.

1. DEFINITIONS

1.1. The "APIs" are any application program interfaces by which Registrar may interact with the Registry System, including without limitation EPP, Whois, FTP and HTTP.

1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, databases (including zone files), protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party (each as defined in Section 5 below) under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within 15 days of the disclosure of its confidentiality.

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

1.4. "Effective Date" means the date the Registrar indicated its agreement to this Agreement.

1.5. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System as described in IETF RFC 5730, or such other standard as may be specified by ICANN or Donuts from time to time.

1.6. "Fees" has the meaning given Section 4.1 of this Agreement, and as further described in **Schedule B** hereto and in the Registry Terms & Conditions.

1.7. "ICANN Requirements" means the policies and requirements adopted from time to time by ICANN, including but not limited to the Consensus Policies as posted at www.icann.org/en/general/consensus-policies.htm, the Trademark Clearinghouse and Trademark Claims Service, the Trademark Post-Delegation Resolution Procedure, Registry Restrictions Dispute Resolutions Procedure, Public Interest Commitment Dispute Resolutions Procedure and the Uniform Rapid Suspension System each as defined in the Registry Agreement.

1.8. "Payment Balance" has the meaning ascribed in Section 4.2 of this Agreement.

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

1.10. "Registered Name" refers to a domain name registered within one of the Donuts TLDs (e.g., string.TLD), about which Donuts maintains data in a Registry Database. 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).

1.11. "Registrant" means the holder of a Registered Name within one of the Donuts TLDs.

1.12. "Registration Period" has the meaning ascribed in Section 2.3 and any renewal period described in Section 3.13.1 of this Agreement.

1.13. "Registry Agreement" means the Registry Agreements between Donuts and ICANN for the operation of the Donuts TLDs, as amended from time to time, and as posted on the ICANN website at <http://www.icann.org/en/about/agreements/registries>.

1.14. "Registry Database" means a database comprised of data about one or more Registered Names in the Donuts registry that is primarily used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.15. "Registry Policies" means the policies adopted from time to time by the Registry as attached to this Agreement or posted under "Policies" on the Registry Website.

1.16. "Registry Services" has the meaning set forth in the Registry Agreement.

1.17. The "Registry System" means the system used to provide, support, or enhance the Registry Services, including without limitation DPML, Registrar Admin Website, the Registry Website, the Registry Database, and the shared registry services (SRS) system for Registered Names in each Donuts TLD that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registered Names.

1.18. "Registry Website" means the Donuts website at <http://www.donuts.co>.

1.19. "Software" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

1.20. "Sunrise" means collectively the Sunrise processes as described in the Registry Policies.

1.21. "Term" means the term of this Agreement, as set forth in Section 9.1.

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

1.23. "Trademark Clearinghouse" or "TMCH" means the ICANN repository for mark data and information.

1.24 "Trademark Claims Notice" means the form notice that the Registrar presents to registrants notifying them that their proposed registration matches a mark included in the TMCH.

1.25 "Trademark Claims Service" means the service as further described at <http://trademark-clearinghouse.com/content/what-clearinghouse> that provides a Trademark Claims Notice to a prospective registrant of a domain name within each Donuts TLD.

1.26. "Uniform Rapid Suspension System" (URS) means the ICANN process, as currently described at <http://newgtlds.icann.org/en/applicants/urs>, by which a registered domain name may be suspended as a result of a complaint filed by a mark owner.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they appear or as set forth in the form of Donuts' Terms & Conditions for its Registry Operator subsidiaries attached hereto as **Exhibit A** ("Registry Terms & Conditions"). Each Registry Operator shall make the Registry Terms & Conditions governing its Donuts TLD available on the Registrar Admin Website. Registrar acknowledges and agrees that the Registry Terms & Conditions for certain Registry Operators may differ from the form presented as Exhibit A (e.g., the Registry Terms & Conditions for the .charity TLD may contain different terms than those in Exhibit A).

2. OBLIGATIONS OF DONUTS

2.1. Access to Registry System. Upon the full execution of this Agreement and Registrar's satisfaction of the Registrar Technical Certification Guide attached hereto as **Exhibit B**, which

may include, among other criteria, verification of your ability to properly connect and interoperate with the Registry System (collectively, the “Technical Requirements”), Registrar may connect to the Registry System for the provision of the services described on Schedule B. Throughout the Term of this Agreement, Donuts shall provide Registrar with registrar access to the Registry System, unless otherwise provided for in this Agreement.

2.2. Use of Registry Name and Website. Donuts hereby grants to Registrar a limited, nonexclusive, non-transferable, non-sublicensable, worldwide, royalty-free license during the Term of this Agreement: (a) to state that Registrar is a “Donuts Accredited Registrar” per the requirements of Section 3.1 for any TLDs that Registrar has selected to offer on Schedule A; (b) to link to specified pages and/or documents within Donuts’ website; and (c) to use Donuts’ name and designated logos for promotional purposes subject to Donuts’ applicable branding guidelines provided to Registrar (which may be revised and amended from time to time with sixty (60) business days prior written notice). No other use of Donuts’ names, logos, trademarks, service marks and/or website pages, documents, graphics, text, code or other information is permitted without Donuts’ prior express written consent.

2.3. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, ICANN Requirements, and Registry Policies, Donuts shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the period specified by Registrar and for which Registrar has paid the fees required by Section 4 (such period being the “Registration Period”).

2.4. Provision of Technical Specifications; License. Donuts shall provide to Registrar materials that shall provide sufficient technical specifications to permit you to interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, we hereby grant you and you accept a non-exclusive, non-transferable, non-sublicensable, worldwide limited license to use, for the Term and purposes of this Agreement, all components available to Registrars owned by or licensed to Donuts in and to the EPP, APIs, any reference client software and any other intellectual property as well as updates and redesigns thereof, to provide domain name registration services in the Donuts registries only and for no other purpose.

2.5. Changes to System. Donuts may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that may modify, revise, diminish, or augment the features of the Registry System. Donuts will use commercially reasonable efforts to provide Registrar with at least one hundred eighty (180) days’ notice prior to the implementation of any material changes to the EPP or registrar reporting interface.

2.6. Engineering and Customer Service Support.

2.6.1. Engineering Support. During the Term of this Agreement, Donuts will provide Registrar with 24x7x365 engineering telephone and email support in English to address material and emergency engineering issues arising in connection with Registrar's use of the Registry System. Registry will provide reasonable support in English to Registrar for other engineering support

issues.

2.6.2. Customer Service Support. During the Term of this Agreement, Donuts will provide reasonable telephone and e-mail customer service support to Registrar for non-technical issues solely relating to the Registry System and its operation. Donuts will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and Software, and reasonable support thereafter. As defined in the Registry Policies, Priority 1 telephone support in English will be available 24x7x365. Otherwise, telephone support in English will be available as noted on the Registry Website, but which is currently 9:00 a.m. to 11:00 p.m. Western European Time. Donuts also may, but is not obligated to, provide similar service support to Registrar's Registrants or prospective Registrants.

2.7. Handling of Personal Data. Donuts shall handle Personal Data submitted to Donuts by Registrar in accordance with its published privacy policy located at the Registry Website under "Policies" (the "Privacy Policy"). Donuts will provide sixty (60) days' prior written notice of any changes to the Privacy Policy. Donuts may from time to time use data submitted by Registrar for statistical analysis, provided that any such analysis will not disclose individual non-public Personal Data and such non-public Personal Data is only used for internal business purposes. Donuts will not share, sell, rent or otherwise disclose such non-public Personal Data to any third parties.

2.8. Rights Protection Mechanisms. Donuts and Registrar shall implement and adhere to the rights protection mechanisms ("RPMs") specified in Specification 7 of the Registry Agreement and any other rights protection mechanisms ICANN develops to discourage or prevent registration of domain names that violate or abuse another party's legal rights.

2.9. Zone Files. If ICANN or its designee does not offer registrars access to the zone files for the Donuts TLDs, Donuts will provide Registrar access to such zone files pursuant to a Donuts Zone File Access Agreement.

3. OBLIGATIONS OF REGISTRAR

3.1. Accreditation of Registrar. Registrar represents and warrants that, at all times during the Term of this Agreement, (a) Registrar is an accredited registrar of ICANN (having executed the 2013 Registrar Accreditation Agreement, or any subsequent version, with ICANN prior to the provision of any service made available through the Registry System and listed on Schedule B) ("ICANN Accredited Registrar"); (b) all information provided to us in connection with Registrar's receipt of accreditation as a registrar for the Donuts TLDs the Registrar has selected to offer shall be true and correct; and (c) all Technical Requirements are and shall remain satisfied by the Registrar. All entities that have entered into this Agreement and that meet and maintain all of the foregoing conditions may be referred to herein as a "Donuts Accredited Registrar." Registrar shall notify us immediately in the event any of the foregoing representations ceases to be true.

3.2. Registrar Responsibility for Customer Support, Marketing, and Abuse Mitigation. Registrar

shall provide (a) support to accept orders for registration, modification, renewal, deletion, redemption or transfer of Registered Names, (b) customer service, billing and technical support to Registrants, and (c) a primary contact, available by email or phone at all times during the Term of this Agreement, for handling inquiries related to malicious conduct and who can handle remediation and takedown processes for abusive activity, including without limitation domain name hijacking, in the Donuts TLDs. Registrar may offer directly and through authorized Resellers (as defined in Section 3.14) the Donuts TLDs that Registrar has elected to offer and solicit potential Registrants to register for domain names in the Donuts TLDs that Registrar has elected to offer. Registrar may provide Donuts with reasonable cooperation in marketing campaigns and/or community outreach programs that Donuts may commence from time to time, upon mutually agreed upon terms and conditions.

3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Name within the Registry System for any and all Donuts TLDs, Registrar shall have in effect an electronic or paper registration agreement with the Registrant (the "Registration Agreement"). The Registration Agreement must expressly contain specific terms and conditions found here and in the Registry Terms & Conditions, including without limitation provisions (a) 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 of domain names and (b) obtaining consent for each Registration for the collection and use of such Registrant's Personal Data according to Section 2.7. Registrar may from time to time amend those forms of Registration Agreement or add alternative forms of Registration Agreement. Registrar shall provide Donuts an active link to its Registration Agreement currently in effect, including any amendments or alternative forms thereto.

3.4. Indemnification Required of Registrants. In the Registration Agreement with each Registrant, Registrar shall require such Registrant to (within thirty days of demand) indemnify, defend and hold harmless the Registry Operator (by express reference), Donuts' service providers, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. The Registration Agreement shall further require that the Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

3.5. Compliance with Terms and Conditions. Donuts reserves the right to temporarily suspend Registrar's access to the Registry System for any Registrar violating the requirements of this

Agreement or Registrar's obligations to ICANN, provided that (a) Donuts first gives Registrar notice of any violation via phone call to the technical or administrative contact on file, and (b) in situations not negatively affecting the Registry System's security and stability, Donuts provides Registrar twenty-four (24) hours' notice. Donuts may permanently exclude Registrar from access to the Registry System if Registrar (y) fails to correct any violation of this Agreement within five (5) business days of receiving notice thereof, or (z) has several violations of this Agreement or Registrar's obligations to ICANN. Registrar shall comply with each of the following requirements:

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

3.5.2. Operational standards, policies, procedures, and practices for the Donuts TLDs established from time to time by Donuts in a non-arbitrary manner and applicable to all registrars, including affiliates of registrars, and consistent with ICANN's standards, policies, procedures, and practices and Donuts' Registry Agreement with ICANN. Additional or revised Donuts operational standards, policies, procedures, and practices for the Donuts TLDs shall be effective upon thirty (30) days' prior written notice, provided that Donuts shall take commercially reasonable efforts to provide sixty (60) days' prior notice of such additions or revisions.

3.6. Additional Requirements for Registration Agreement. In addition to the other requirements in this Agreement, to the extent permitted under applicable law, Registrar shall also require in the Registration Agreement that each Registrant consent to (a) the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Donuts, and (b) Donuts rights under Section 6.5.

3.7. Data Submission Requirements.

3.7.1. As part of its registration and sponsorship of Registered Names in the Donuts TLDs, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Donuts a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the Donuts TLD zone files and as otherwise reasonably required in Donuts' operation of the Donuts registries.

3.7.2. Registrar shall connect to the Registry System via the host names provided by Donuts in the Registrar Access Guide attached hereto as **Exhibit C** and not utilizing the IP address directly; *provided, however*, Registrar may temporarily connect via IP address while host names are not resolvable.

3.7.3. Donuts is entitled to, at any time, verify (a) the truth, accuracy, and completeness of any information provided by the Registrant to Donuts (the "Registrant Information"), whether directly, through any of the Registrars of record or otherwise; and (b) the compliance by the Registrant with the applicable Registry Policies. The Registrar and Registrant shall fully comply

and cooperate with Donuts in connection with such verification and furnish all available documentation as Donuts may reasonably require to complete the verification. Registrar shall comply with ICANN's Privacy and Proxy Registrations certifications, including without limitation those related to the escrow and disclosure of contact information in certain situations. Failure to follow such ICANN specifications may result in Donuts limiting Registrar's ability to use such proxy and privacy services in the Donuts TLDs.

3.7.4. Registrar shall submit any corrections or updates to the Registrant Information, or any information relating to it, to Donuts in a timely manner.

3.8. Security.

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and technical, physical, and administrative measures to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System and data contained therein granted hereunder from being used to: (i) access the Registry System without Donuts' authorization and/or to access, modify, acquire, or misuse the Registry System or data contained therein; (ii) electronic transmission, including without limitation email or fax, of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (iii) enable high volume, automated, electronic processes that send queries or data to the Registry System, 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. In addition, Donuts may require other reasonable security provisions to ensure that the Registry System is secure and stable.

3.8.2. Registrar shall not provide identical Registrar-generated authorization codes ("<authinfo> codes") for domain names registered by different Registrants with the same Registrar. Donuts 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 Donuts. The Registrar shall provide the Registrant with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registrant regarding access to and/or modification of an authorization code within five (5) calendar days.

3.9. 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, the APIs and the systems of Donuts in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Donuts may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated. Donuts will provide advance notice via e-

mail of any temporary suspension or restriction, except where Donuts is prevented from doing so due to an emergency.

3.10. Time. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

3.11. Transfer of Registration Sponsorship. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant, as applicable, to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN currently located at <http://www.icann.org/en/resources/registrars/transfers/policy> (the “Inter-Registrar Transfer Policy”). Donuts and Registrar may negotiate for bulk transfers in excess of the thresholds set forth in the Inter-Registrar Transfer Policy.

3.12. Restrictions on Registered Names. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with Registry Policies and applicable statutes and regulations limiting the domain names that may be registered.

3.13. Renewal and Deletion of Registered Names.

3.13.1. Registration Renewal. It is the sole obligation of the Registrar to notify Registrants in advance of the expiry of a Registered Name. A renewal of a Registration Period in the Registry System may be made, at any time, for (i) an annual period between 1 to 10 years, provided that in no event shall the total Registration Period for the Registered Name exceed 10 years in the future, or (ii) less than 1 year in the event that the Registrant has requested to consolidate expirations if and when permitted by ICANN and offered by Donuts in its sole discretion. Any renewal for a longer period shall be automatically reduced to 10 years, regardless of the period actually requested and/or paid for.

3.13.2. Renewal Request. To renew the Registration Period of a Registered Name *prior to its expiry*, a Registrant must request or enable its Registrar of record to submit a renewal request to Donuts. Once Registrar’s renewal request is received by Donuts, Donuts will deduct the Registrar’s Payment Balance for the applicable Fees. If a Registrant selects a renewal period of more than 1 year or is charged by its Registrar on the basis of a renewal period of more than 1 year, the Registrar must request a renewal period that corresponds to the renewal period selected by the Registrant or charged for by the Registrar to the Registrant, and pay to Donuts the applicable renewal Fee for the full maximum renewal period selected or paid for by the Registrant.

3.13.3. Auto-Renewal. Subject to Sections 3.13.4 through 3.13.6 below, upon the expiry of its Registration Period, each Registered Name is automatically renewed by Donuts for one year (regardless of the original Registration Period), and Donuts will deduct the Registrar’s Payment Balance for the applicable Fees for such additional year.

3.13.4. Deletion of Renewed Registered Names. Following the automatic renewal of a Registered Name pursuant to Section 3.13.3, there is a forty-five (45) day period in which the Registrar of record can request that Donuts delete or modify the Registered Name (the “Auto Renew Grace Period”). Such request must be made in good faith or at the request of the Registrant. If the Registered Name is deleted during the Auto Renew Grace Period, Donuts will refund the Registrar’s Payment Balance for the applicable Fee.

3.13.5. Notice to Registrant of Non-Renewal. If, pursuant to Section 4.2, Registrar is unable to renew domain names because it has fallen below an applicable Payment Balance threshold, Donuts *may* delete such domain name and if Donuts confirms that Registrar hasn’t notified the Registrant of such possibility or deletion, then Donuts may provide the Registrant direct notice thereof.

3.13.6. Redemption of Deleted Registered Names. Once a Registered Name has been deleted either pursuant to Sections 3.13.4 or 3.13.5, there is then a 30-day period where the Registrant can redeem the Registered Name so that the domain name is re-registered. In order to redeem a domain name that has been deleted, a Registrant must ask its Registrar of record to submit a request to Donuts to redeem the deleted domain name. Once the redemption request is validated and approved by Donuts, Donuts will redeem the Domain Name and deduct from the Registrar’s Payment Balance the applicable Fee. The domain name will be re-registered with its original expiry date. Donuts will notify the Registrar via EPP response that the deleted Domain Name has been redeemed, and it shall then be Registrar’s obligation to notify the Registrant of such redemption.

3.13.7 Registrar Personnel. Registrar shall ensure that all of its resellers, distributors and/or affiliates, and their respective owners, directors, managers, officers, employees, contractors, agents, successors and assignees comply with all of the terms, conditions, covenants and agreements set forth or referenced in this Agreement. Registrar shall have primary responsibility and liability to Donuts for all failures of any such persons to comply as if the failure was made by Registrar.

3.14. Resellers. Registrar may, at its discretion from time to time, designate one or more resellers that will be permitted to provide registrar services consistent with those permitted of Registrar under this Agreement (each a “Reseller”). Registrar shall enter into an agreement with each of its Resellers (a “Reseller Agreement”) to ensure Registrar’s compliance with this Agreement. All Reseller Agreements shall expressly require that the Reseller comply with all of the terms and conditions of this Agreement and all of Registrar’s covenants, obligations, representations and warranties as set forth in this Agreement. Registrar shall be primarily liable for all acts and omissions of its resellers as if the same were made by Registrar directly, and Donuts’ obligations under this Agreement shall not be increased due to Registrar’s appointment of any resellers. Further, in its Reseller Agreement with each Reseller, Registrar shall require such reseller to indemnify, defend and hold harmless Donuts (by express reference or by reference to all registry operators) and its affiliates and subsidiaries, as well as their respective owners, directors, managers, officers, employees, representatives, agents, service providers and contractors from and against any and all claims, damages, liabilities, costs and expenses of any

kind, including without limitation reasonable legal fees and expenses (including on appeal), arising out of or relating to (a) any claim or alleged claim relating to any product or service of such reseller; (b) any claim or alleged claim relating to any agreement with any Registrant that registers a Registered Name through Reseller; (c) any claim or alleged claim relating to Reseller's domain name registration business or other activities, including, but not limited to, reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; and/or (d) any breach by Reseller of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth herein. This indemnification obligation must be made to survive any termination or expiration of the Reseller Agreement and/or this Agreement. Donuts reserves the right upon written notice to require Registrar to terminate any Reseller's right to provide registrar services with respect to any or all Donuts TLDs if such Reseller fails to comply with the terms of this Agreement (a "Reseller Breach") and to take any measures Donuts deems necessary to prevent such Reseller from accessing the Registry System directly or indirectly. Unless the nature of the Reseller Breach is such that it is incapable of being cured or the same breach has been committed previously by the same Reseller, Donuts' notice shall provide a 10 day cure period.

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

3.16. Stability and Security; Takedown processes. Donuts shall use commercially reasonable efforts to preserve the stability and security of, and confidence in, the Donuts TLDs and the DNS in general for the benefit of the entire Internet community. Registrar acknowledges and agrees that Donuts reserves the right to deny, suspend, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or as needed during or following any dispute resolution process; (c) to comply with the terms of the Registry Agreement; (d) if a Registrant fails to keep Whois information accurate and current; (e) the domain name use violates Registry Policies generally (e.g., Acceptable Use and Anti-Abuse Policy) or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark; (f) to avoid any liability, civil or criminal, on the part of Donuts, as well as its affiliates, subsidiaries, officers, directors, and employees; (g) per the terms of the Registration Agreement; or (h) to correct mistakes made by Donuts or any registrar in connection with a domain name registration. In the event that Donuts makes any such change to any domain name(s), Donuts will notify Registrar via EPP poll message, except when such notice would contravene existing law or this Agreement.

3.17. Trademark Claims Service. Registrar shall notify Registrants of any domain name that is registered in the Trademark Clearinghouse by presenting the Trademark Claims Notice, in compliance with the RPMs.

3.18. The Uniform Rapid Suspension System and Uniform Domain Name Dispute Resolution Policy. In the Registration Agreement, Registrars shall direct and oblige Registrants with disputes relating to the use of domain names to ICANN's Uniform Rapid Suspension System ("URS") or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively. Registrar expressly agrees that it (i) must accept and process payments for the renewal of a domain name by a URS complainant in cases where the URS complainant prevailed, and (ii) must not renew a domain name to a URS complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD).

4. FEES

4.1. Amount of Donuts Fees. Registrar agrees to pay Donuts the fees set forth on Schedule B in US Dollars, unless otherwise agreed to at Donuts' discretion, for Registry Services and other applicable services provided by Donuts to Registrar for the Donuts TLDs (collectively, "Fees"). Registrar acknowledges and agrees, and will ensure through its Registration Agreement that its Registrants acknowledge and agree, that domain names are variably priced in the Donuts TLDs (i.e., some are Standard Names and others Premium Names), as described in the Registry Terms & Conditions and on Schedule B. Donuts shall not offer more than six (6) active groups of identically priced domain names concurrently in any single Donuts TLD. Donuts agrees that all pricing practices will adhere to all current and future ICANN Requirements.

4.1.1. Initial Domain Name Registration Fee Changes. For initial domain name registrations in the Donuts TLDs, except as otherwise set forth in this Section 4.1.1, Donuts reserves the right at any time to revise (increase or decrease) the applicable registration Fee of any unregistered domain name with thirty (30) days' prior notice. Donuts shall only make the increase of a registration Fee of any unregistered domain name effective on April 1 and/or October 1 of any year, except for any revisions resulting from the cessation of any refunds, rebates, discounts, product tying or other programs, which may be effected at any time.

4.1.2. Renewal Registration Fee Changes. For renewal registrations in any Donuts TLD, Donuts reserves the right to increase the applicable renewal Fee so long as (i) all other identically priced renewal registrations in such Donuts TLD are simultaneously increased by the same amount, (ii) Donuts provides at least one hundred eighty (180) days' prior notice to Registrar, and (iii) such increase only is made effective on April 1 or October 1 of any year, provided that this Section 4.1.2(iii) shall not apply to any revisions resulting from the cessation of any refunds, rebates, discounts, product tying or other programs. Donuts shall not increase the Fees of any group of identically priced renewal registrations more than once per twelve months. Notwithstanding the foregoing two sentences and per the terms of the Registry Agreement, with respect to renewal of domain name registrations: (I) Donuts shall provide thirty (30) calendar days' notice of any price decrease, or increase if the resulting increased price is less than or equal to (A) the initial price charged for such registration in the TLD (within the first 12 months of the Donuts TLD offering), or (B) for subsequent periods, a price for which Donuts provided a notice pursuant to the first sentence of this Section 4.1.2 within the twelve (12) month period preceding the effective date of the proposed price increase; and (II) Donuts need

not provide notice of any increase for the imposition of the ICANN Variable Registry-Level Fees as defined in Section 6.3 of the Registry Agreement.

4.1.3. Non-Uniform Renewal Registration Pricing. Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrants, that the Donuts TLDs will have non-uniform renewal registration pricing such that the Fee for a domain name registration renewal may differ from other domain names in the same or other Donuts TLDs (e.g., renewal registration Fee is \$7 for one domain name and \$13 for a different domain name).

4.2. Payment of Donuts Fees. On the Effective Date, Registrar shall establish a cash deposit account in US Dollars for the Donuts TLDs ("Payment Balance"), which initial deposit amount will be mutually agreed upon by the Parties prior to the Effective Date. Fees will be deducted directly from Registrar's Payment Balance immediately upon receipt of any application or command for any service provided by Donuts. Registrar may make further deposits to the Payment Balance at any time and for any amount. Donuts may also require Registrar to make further deposits to the Payment Balance in accordance with the Payment Policy as amended from time to time by Donuts and attached hereto as **Exhibit D**.

4.2.1. Payment Balance Thresholds. Donuts will separately notify Registrar of the applicable Payment Balance thresholds set forth in the Payment Policy. It is Registrar's sole responsibility to monitor the Registrar administration website provided by Donuts (the "Registrar Admin Website") and maintain its Payment Balance. A transaction by Registrar through the Registry System shall indicate acknowledgement and agreement to such thresholds. Donuts may change these thresholds, based on Donuts' evaluation of objective criteria (applied consistently to all Donuts Accredited Registrars) affecting Registrar's ability to pay or usage of the Registry System, on thirty (30) days' written notice to Registrar. Notwithstanding anything to the contrary, should Registrar fail to keep the Payment Balance above the "Restricted Threshold," Registrar: (i) will be deemed to have materially breached this Agreement and will no longer be a "Donuts Accredited Registrar"; (ii) must immediately pay all outstanding Fees owed to Donuts; and (iii) in addition to other available remedies under this Agreement, Donuts may charge interest on all outstanding Fees owed to Donuts at (A) one percent (1%) per month or (B) the maximum interest rate allowable by law.

4.2.2. Registrar Admin Website. Donuts shall provide monthly statements to Registrar, which shall be available on the Registrar Admin Website. Registrar hereby expressly consents to Donuts' collection of the Fees, including without limitation reimbursing Donuts (directly or through deduction of the Payment Balance) for any Variable Registry-Level Fees paid by Donuts to ICANN identified in and pursuant to Section 6.3 of the Registry Agreement.

4.2.3. Statements of Account. Upon request via the Registrar Admin Website by Registrar, Donuts will provide Registrar an electronic statement of account after the end of each calendar month for services rendered and Fees due for each Donuts TLD; *provided, however*, that the terms and conditions of this Agreement shall continue to govern the payment of such Fees.

4.3. Taxes. The Fees hereunder do not include any sales, use, value-added or similar tax or interest imposed by any jurisdiction. Registrar shall be responsible for the collection and payment of such taxes or interest related to domain name registrations, if any.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. 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 Party shall be subject to the following terms and conditions:

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical and electronic security measures and operating procedures.

5.1.2. 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.

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; *provided, however,* that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors, service providers and agents (and those of its affiliates) who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such persons of the confidential nature of the Confidential Information and disclose it only to those persons who have agreed in writing to protect the Confidential Information in accordance with confidentiality terms no less restrictive than those of this Agreement. In such event Receiving Party shall remain primarily liable to Disclosing Party for any breach of these confidentiality obligations by such persons.

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

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Section 5.1 imposes no obligation upon the parties with respect to information that (a) is disclosed with the Disclosing Party's prior written approval; or (b) is in or has entered the public domain through no fault of the Receiving Party; or (c) was lawfully obtained, received or known by the Receiving Party prior to the time of disclosure without obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; or (e) is made generally available by the Disclosing Party without restriction on disclosure.

5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will provide Disclosing Party as much advance written notice as reasonably practicable prior to making any such disclosure in order to facilitate Disclosing Party seeking (at its own expense) a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to provide Disclosing Party with reasonable cooperation (at Disclosing Party's expense) in Disclosing Party's efforts to seek such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (as advised by Receiving Party's counsel).

5.1.8. The Receiving Party's duties under this Section 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties.

5.1.9. Notwithstanding the foregoing, (a) nothing in this Section 5.1 shall be interpreted to diminish Donuts' rights with respect to the data referenced in Section 3.5, and (b) Donuts' obligations with respect to Personal Data shall be governed only by Section 2.7; *provided, however,* that Donuts agrees not to disclose the names of active Registrants sponsored by Registrar to any other registrar unless and to the extent such disclosure is required to facilitate the transfer of Registered Names or pursuant to any governmental requirement.

5.2. Intellectual Property.

5.2.1. Notwithstanding anything herein to the contrary, each Party will continue to independently own its intellectual property, including all patents, patent applications, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Donuts, or its contracted parties, suppliers and/or licensors, 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.

5.2.2. Without limiting the generality of the foregoing, except for the limited licenses expressly granted in this Agreement, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, trade name, service mark, know-how, trade secret, or any other intellectual proprietary rights are granted by one Party to the other Party by virtue of this Agreement, or by virtue of any disclosure of any Confidential Information to a Receiving Party under this Agreement.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification.

6.1.1. Registrar, at its own expense, will indemnify, defend and hold harmless Donuts and its subcontractors, service providers, and the directors, officers, employees, contractors, representatives, agents and affiliates of each of them, against any claim, suit, action, or other

proceeding brought against any such Party(ies) based on or arising out of or related to any claim or alleged claim: (i) relating to any Registrar product, property, service, or business activity, including without limitation advertising, domain name application processes, and customer service; or (ii) that Registrar has breached this Agreement. Donuts shall provide Registrar with prompt notice of any such claim (provided that the failure of the Registry Operator to provide prompt notice as herein provided shall not relieve the Registrar of its duties and responsibilities under this Section 6 except to the extent that the Registrar demonstrates that the defense of the third party claim is materially prejudiced by such failure), and upon Registrar's written request, Donuts will provide, to the extent permitted through contract or applicable law, to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Donuts for Donuts' actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Donuts' prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Donuts in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.1.2. Donuts, at its own expense, will indemnify, defend and hold harmless Registrar, its affiliates, and its registry service provider and each of their directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such Party(ies) based on or arising out of or related to any claim or alleged claim that (i) the Registry System, EPP, APIs or Donuts marks as provided to Registrar infringes the valid intellectual property rights of any third party or (ii) Donuts has breached this Agreement. Registrar shall provide Donuts with prompt notice of any such claim (provided that the failure of the Registrar to provide prompt notice as herein provided shall not relieve the Donuts of its duties and responsibilities under this Section 6 except to the extent that Donuts demonstrates that the defense of the third party claim is materially prejudiced by such failure), and upon Donuts' written request, Registrar will provide, to the extent permitted by contract or applicable law, to Donuts all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Donuts reimburses Registrar for Donuts' actual and reasonable costs incurred in connection with providing such information and assistance. Donuts will not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld. Donuts will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Representation and Warranty. Each Party represents and warrants that: (a) it is a corporation or other statutory organization, validly existing and in good standing under the law of the jurisdiction of its formation; (b) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; (c) the execution, performance and delivery of this Agreement has been duly authorized by such Party; (d) it is, and during the term of this Agreement will be accredited by ICANN or its successor; and (e) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained

or made by such Party in order for it to enter into and perform its obligations under this Agreement.

6.3. Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S INDEMNITY OR CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS OR DATA, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT WITH RESPECT TO DONUTS' INDEMNITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL DONUTS' LIABILITY HEREUNDER EXCEED THE LESSER OF (A) THE AMOUNT OF FEES PAID BY REGISTRAR TO DONUTS IN THE PRECEDING 6 MONTH PERIOD OR (B) US\$100,000.

6.4. Disclaimer of Warranties. THE REGISTRY SERVICES, AND ALL OTHER ITEMS AND SERVICES PROVIDED BY DONUTS HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. DONUTS 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. DONUTS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRY SYSTEM WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRY SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRY SYSTEM WILL BE CORRECTED. FURTHERMORE, DONUTS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRY SYSTEM OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRY SYSTEM PROVE DEFECTIVE, EXCEPT AS A RESULT OF DONUTS' GROSS NEGLIGENCE OR WILFULL MISCONDUCT, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.5. Reservation of Rights. Donuts reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) or other transactions on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the Donuts TLD registries or the Registry System; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Donuts, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement, including, without limitation, any exhibits, attachments, or schedules hereto; or (e) to correct mistakes made by Donuts or any Registrar in connection with a domain name registration. Donuts also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

7. INSURANCE

7.1. Insurance Requirements. Registrar shall acquire, on or before the Effective Date, at least

US\$500,000 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. Upon written request, Registrar shall provide a certificate of insurance to Donuts, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Donuts' reasonable request. Such insurance shall entitle Donuts to seek compensation under such policy on behalf of Donuts and its affiliates and each of their directors, officers, and/or employees, in respect of all costs and damages (including reasonable attorney fees) that any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

8. DISPUTE RESOLUTION

8.1. Dispute Resolution. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the English language and shall occur in King County, Washington, United States of America. There shall be three arbitrators: each Party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by AAA. 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 AAA 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 may grant injunction or other relief in a dispute or controversy, and the decision of the arbitrators will be final, conclusive, and binding on the Parties. The arbitrators also shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in the State of Washington; 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 arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the courts in the State of Washington, which shall not be a waiver of this arbitration agreement.

9. TERM AND TERMINATION

9.1. 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 two (2) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless a Party provides notice to the other Party of termination at least sixty (60) days prior to the end of the initial or any renewal term. Donuts may amend this Agreement from time to time, provided that material revisions to Donuts' approved form of Registry-Registrar Agreement are first approved or adopted by ICANN. After receiving any such notice of amendment from Donuts, Registrar shall either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) business days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Donuts. In the event that Donuts does not receive such executed amendment or notice of termination from Registrar within such fifteen-day period, Registrar shall be deemed to have executed such amendment as of the sixteenth day after the Registrar received the notice of amendment to this Agreement.

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

9.2.1. 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 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. For purposes of clarity, Registrar's failure to monitor and timely enforce the provisions of this Agreement or a history of non-compliance with the 2013 Registrar Accreditation Agreement will be considered a material breach of this Agreement.

9.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Donuts sixty (60) days advance notice of termination.

9.2.3. 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.

9.2.4. Termination in the Event of Termination of Registry Agreement. Subject to Section 10.1.1. below, in the event this Agreement shall terminate in the event that Donuts' Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN.

9.2.5. Termination in the Event of Insolvency or Bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, 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.

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

9.3.1. Donuts will complete the registration of all Domain Names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar has a sufficient Payment Balance and Registrar's payments and to Donuts for Fees are current and timely.

9.3.2. Registrar shall comply with any applicable ICANN policies and procedures regarding transfer of its sponsorship of Registered Names to another ICANN Accredited Registrar.

9.3.3. In the event Donuts terminates this Agreement in accordance with the provisions of Sections 9.2.1, 9.2.3 or 9.2.5, Donuts reserves the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registrants to other ICANN Accredited Registrars.

9.3.4. All fees owing to Donuts shall become immediately due and payable.

9.4. Survival. In the event of termination of this Agreement, the following shall survive: (a) Sections 2.6, 3.6, 4.1, 4.3, 5.1, 5.2, 6, 8.1, 9.3, 9.4, and 10, all Schedules and (b) the Registrant's indemnification obligation under Section 3.4. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. MISCELLANEOUS

10.1. Assignments.

10.1.1. Assignment to Successor Registry Operator. In the event a Donuts' Registry Agreement is terminated or expires without entry by Donuts and ICANN of a subsequent registry agreement, Donuts' rights under this Agreement may be assigned to a subsequent registry operator with a subsequent registry agreement covering the applicable Donuts TLDs 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 Donuts under this Agreement.

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

10.1.3. 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. Registrar shall not assign or transfer its rights or obligations under this Agreement, except to an affiliate or to a successor in interest in the event of a sale of the Registrar or substantially all of its assets, without the prior written consent of Donuts, which shall not be unreasonably withheld.

10.2. 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, or by e-mail during business hours) to the contact provided by the Registrar:

If to Donuts:

Donuts Inc
[5808 Lake Washington Blvd](#)[10500 NE 8th St., Suite 350](#)
[Suite 300](#)
[Kirkland Bellevue, WA 98033](#)[04](#)
USA

with a copy to its General Counsel: legal@donuts.email

10.3. Third-Party Beneficiaries. The Parties expressly agree that ICANN is an intended third-Party beneficiary of this Agreement. The Parties also agree that Donuts is an intended third-party beneficiary of the Registrant Agreement between the Registrar and the Registrant for each Donuts TLD. Otherwise, this Agreement shall not be construed to create any obligation by either Party to any non-Party to this Agreement, including any Registrant. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-Party beneficiary of the Registry Agreement.

10.4. 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.

10.5. 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, communications attacks or disruptions, 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), 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 nonperformance as soon as possible.

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

10.7. Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstances is determined to be invalid, illegal, or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person, entity, or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.

10.8. Governing Law. This Agreement and its interpretation (including its interpretation by the arbitrators in accordance with Section 8) shall be governed by and construed in accordance with the internal laws of the State of Washington, United States of America, in all respects and as applied to agreements entered into among Washington residents to be performed entirely within Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of State of Washington.

10.9. Entire Agreement. This Agreement (including its exhibits and referenced documents) 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.