Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement") is between National Association of Boards of Pharmacy ("NABP" or "Registry Operator"), a Kentucky corporation with its principal place of business located at 1600 Feehanville Drive, Mount Prospect, IL 60056, and _____[Registrar's Name]_____ ("Registrar"), an _[jurisdiction and type of organization]_____, with its principal place of business located at _____[address]_____ (each a Party" or collectively "Parties").

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a registry and shared registration system, and to exercise delegated authority to develop and implement rules, policies and procedures for the management, sale and use of the generic top – level domain names listed on Schedule A (the "Registry TLDs," or singularly, the "Registry TLD"), which may be revised and amended from time to time at the sole discretion of NABP;

WHEREAS, multiple registrars may provide Internet domain name registration services within the .pharmacy top-level domain; and

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

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

1. DEFINITIONS

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

  1.2. "Applicant" means a pharmacy, pharmaceutical company, or an entity with a connection to pharmacy that wishes to become a Registered Name Holder.

1.3. "Confidential Information" means all information and materials, including, without limitation, computer software, data, tokens, keys, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, or that the Receiving Party knows or should reasonably know are Confidential, and as further defined in section five (5) of this Agreement. WHOIS data shall not be considered Confidential Information.

1.4. "Days" or "days " shall mean calendar days unless otherwise specified.

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

1.6. The "Effective Date" shall be the date on which this Agreement is first executed by both parties.

1.7. "EPP" means the extensible provisioning protocol, which is the protocol used by the Registry System.

1.8. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.9. "IP" means Internet Protocol.

1.10. "Licensed Product" means the intellectual property required to access the Supported Protocol, and to the APIs, and software as well as the Registry Operator's name and logo.

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

1.12. "RAT" means Registrar Access Tool, a web tool for executing EPP transactions.

1.13. "RDDS" means "Registration Data Directory Service" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement.

1.14. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) 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).

1.15. "Registered Name Holder" or "Registrant" means the holder of a Registered Name which can be a person or a company owning or otherwise controlling a Registered Name by virtue of a registration agreement with an ICANN Accredited Registrar. A Registered Name Holder is commonly referred to as a "registrant."

1.16. ".pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy" are set by the Registry Operator, and Registry Operator will verify Registrants compliance prior to and while the Registrant uses a .pharmacy domain name.

1.17. "Registrar" refers to a person or entity that contracts with Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry System.

1.18. "Registry Agreement" means the Registry Agreement executed by Registry Operator and ICANN dated June 19, 2014 for the operation of the .pharmacy TLD, as the same may be amended

from time to time.

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

1.20. "Registry TLD" means the .pharmacy TLD.

1.21. "Registry Operations" will be performed by Registry Service Provider who will have primary responsibility for operating and managing the Registry Services for the Registry Operator in compliance with the ICANN Registry Agreement for the TLD.

1.22. "Registry Service Provider" refers to Neustar, Inc.

1.23. "Registry Services" are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of Registry TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry Operator for the Registry TLD registry as of the effective date of the Registry Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy, Specification and/or Temporary Policy (as defined in the Registry Agreement); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.24. "Registry System" means the registry system for Registered Names in the Registry TLD.

1.25. "Registry Tool Kit" shall mean the Tool Kit set forth in Exhibit A.

1.26. "Supported Protocol" means Registry Operator's implementation of the EPP and the RAT, or any successor protocols, supported by the Registry System.

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

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

1.29. ".pharmacy Program Application " is the Registry Operator's application accessed through a link at www.dotpharmacy.net or other Registry Operator site, and must be fully completed, including the provision of requested materials and payment of the verification fee by all Applicants. Registry Operator will use the .pharmacy program application to determine if the Applicant is in compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy including any successor policies or requirements.

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 OR REGISTRY OPERATOR AND REGISTRAR

2.1. Access to Registry System. Throughout the term of this Agreement, Registry Operator shall provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to such System, according to its arrangements with Registry Service Provider and ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and Registry Service Provider and/or Registry Operator and ICANN. Registry Operator shall have Operational Test and Evaluation system available to Registrar so that Registrar can test and evaluate all current and proposed functions for a sufficient period of time before they are implemented in the Registry System.

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

2.3. Provision of Tool Kit; License.

2.3.1. Registry Tool Kit. No later than three (3) business days after the Effective Date, Registry Operator shall make available, through Registry Service Provider, to Registrar a copy (or hyperlink to a copy which can be downloaded) of the Registry Tool Kit, which shall provide sufficient technical specifications to allow Registrar to develop its system to interface with the Registry System and employ its features that are available to Registrars to register second-level domain names through the Registry System for the Registry TLD. If Registry is required by ICANN to modify or upgrade the APIs and/or supported Protocol, Registry shall provide to Registrar ninety (90) days prior written notice and updated APIs to the Supported protocol with documentation and updated Software, as such updates become available and to the extent Registry receives reasonable and timely prior written notice from ICANN. If Registry elects, on its own, to modify or upgrade the APIs and/or supported Protocol, Registry shall provide at least thirty (30) days prior written notice.

2.3.2. License.

2.3.2.1. Term. Subject to the terms and conditions of this Agreement, Registry Operator on behalf of Registry Service Provider, grants to Registrar a non-exclusive, royalty-free, nontransferable, worldwide limited sublicense to use for the Term and purposes of this Agreement the sublicensed product, and any referenced client software included in the Registry Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only, in accordance with the terms of this Agreement, and for no other purpose. The sublicensed product, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD the data elements consisting of the Registered Name, the IP addresses of nameservers, the identity of the registering registrar, and other data required or permitted by technical specification of

the Registry System as made available to Registrar by Registry Operator, on behalf of its Registered Name Holders, from time to time, for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by Registry's Registry Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time. Registrar, using the Licensed Product, as well as its updates and redesigns, will be able to invoke the following operations on the Registry System:

(i) check the availability of a domain name solely against registered domain names, not names that are currently being evaluated, (ii) register an approved domain name when a valid token is presented, (iii) re-register an approved domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) redeem a deleted domain name.

2.3.2.2. Limitations on Use. Notwithstanding any other provisions in this Agreement, Registrar shall not access, use or permit access or use of the Licensed Product in violation of any federal, state or local law, rule or regulation or for any unlawful purpose and, except with the prior express written consent of Registry Service Provider, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business in the performance of this Agreement, or (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product.

Registrar agrees to employ the necessary measures to prevent access to or use of the Registry System to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, facsimile, or other means of mass unsolicited commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry or any ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations pursuant to this Agreement.

2.3.2.3. .pharmacy Logo. Registry Operator hereby grants to Registrar a non-exclusive, non-sublicensable, worldwide, royalty-free limited license during the term of this Agreement to use the .pharmacy logo, in accordance with Registry Operator's Style Guidelines provided to Registrar by Registry Operator, to identify itself as an accredited registrar for Registry TLD. This license may not be assigned or sublicensed by Registrar to any third party.

2.4. Changes to Registry System. Registry Operator may from time to time make modifications to the Licensed Product, or other software licensed hereunder that will revise or augment the features of the Registry System. To the extent Registry receives reasonable timely prior written notice from ICANN, Registry Operator will provide Registrar with at least ninety (90) days' notice prior to the implementation of any ICANN required material changes to the Supported Protocols, Licensed Product, or software licensed hereunder.

2.5. Engineering and Customer Service Support. Registry Operator agrees to provide Registrar with reasonable engineering, technical and operational telephone support, through the Registry Service Provider as set forth in Exhibit B.

2.6. Handling of Personal Data. Registry Operator hereby notifies Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar, via the Registry Service Provider, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data.

Registry Operator and Registry Service Provider shall comply with laws applicable to the Personal Data received or maintained by Registry Operator or Registry Service Provider and Registry Operator and Registry Service Provider shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction while such Data is in the exclusive possession or control of Registry Operator or Registry Service Provider. Registry Operator and Registry Service Provider shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. Personal Data submitted to Registry Operator by Registrar under this Agreement will be collected and used by Registry Operator for the purposes of providing Registry Services as defined in ICANN's Registry Agreements (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS"), to comply with applicable law, and to protect the security and stability of the Registry Services or Registry Operator's Systems. Additionally, Registry Operator reserves the right to provide Personal Data to third parties such as regulatory authorities, law enforcement agencies, or internet monitoring services, for any purpose deemed necessary by the Registry Operator, including but not limited to verification of compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy. Notwithstanding the above, Registry Operator may from time to time use the demographic data collected for internal statistical analysis, provided that this analysis will not disclose individual Personal Data and provided such use is compatible with the notices provided to Registrars regarding the purpose and procedures for such use. Except as set forth herein, Registry Operator will not share, sell, rent or otherwise disclose such Personal Data to any third parties, other than Registry Service Provider, ICANN or ICANN's authorized agents. Registrar agrees to obtain the consent of each Registrant for any other collection and use of Personal Data.

2.7. Service Level Agreement. Registry Operator shall use commercially reasonable efforts to meet the performance specifications set forth in Exhibit G. As allowed by ICANN, Registry Operator may amend from time to time the Service Level Agreement.

2.8. ICANN Requirements. Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements, Consensus Policies, Specifications and/or Temporary Policies, as approved by ICANN, through the processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with all such ICANN requirements in accordance with the timeline defined by ICANN.

2.9. New Registry Services. To the extent Registry receives reasonable timely prior written notice from ICANN, Registry Operator shall provide Registrar no less than thirty (30) 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 described in Section 2.4 above.

2.10. Compliance Actions. Registry Operator acknowledges that all ICANN-accredited registrars must enter into a 2013 Registrar Accreditation Agreement ("RAA") with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar's accreditation or suspension of a registrar's ability to create new registered names or initiate inbound transfers of registered names. Registrar acknowledges that ICANN may require Registry Operator to take specific actions consistent with ICANN's authority under the terms of the RAA to: (i) suspend or terminate a Registrar's ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN.

2.11. Internationalized Domain Names (IDNs). Registry Operator may offer registration of IDNs at the second and lower levels.

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

2.13. Abuse Contact. Registry Operator shall publish on its website, abuse@dotpharmacy.net and abuse@nic.pharmacy, or any other website that is appropriate, its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct in the TLD.

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

Registry Operator will comply with the requirements set forth in the Registry Agreement with ICANN. Registry Operator will maintain and provide Registrar with a URL to the reserved list of unavailable domain names (which will only include domain names that are not available to be registered at the discretion of Registry Operator and/or ICANN as set forth in the Registry Agreement for each Registry TLD.) The reserved list of unavailable domain names will be updated within twenty-four (24) hours in the event of any change and will be available for Registrar to download. Registry Operator, in cooperation with the Registry Service Provider, may develop a separate policy, outside the scope of this Agreement, to address the ability of the Registry Operator, via the Registry Service Provider, to

compile and maintain a complete list of all unavailable domain names for Registrars to download daily.

3. OBLIGATIONS OF REGISTRAR

3.1. During the term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD. Registrar agrees to comply with all applicable laws, rules, regulations, ICANN requirements, and the terms of this Agreement.

3.2. Registrar Responsibility for Customer Support. Registrar shall provide support to (i) accept orders for registration upon the presentation of a valid registration token (ii) accept cancellations, modifications, renewals, redemptions or transfer of Registered Names and (iii) provide customer service (including domain name record support) and billing and technical support to Registered Name Holders.

3.3. 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 a Registry Operator-approved electronic or paper registration agreement with the Registered Name Holder, which Registrar may from time to time amend or add alternative forms of registration agreement (a copy of the current version of the registration agreement, or a link thereto, is attached as Exhibit C), provided a copy of the amended or alternative registration agreement, or a link thereto, is furnished to and approved by the Registry Operator prior to distribution. Registry Operator may access the current version of the registration agreement at the link provided, or Registrar will provide an updated link in the event the URL changes.

Registrar shall include in its registration agreement those terms required by this Agreement, required by ICANN, and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement including but not limited to:

- a provision requiring that registrants who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law,

- a provision requiring a Registrants to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures,

- a provision requiring registrants to provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

- a provision requiring a representation that the registrant possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD and a provision requiring Registrants to report any material changes to the validity of the Registrants' authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD in order to ensure the Registrants continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve,

- a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and describing, consistent with applicable law or any ICANN or Registry Operator requirements, consequences for such activities including, without limitation, suspension of the domain name. Registrar shall not enable, contribute, or willingly aid any Registrant or third party in such prohibited activities. Registrar shall provide Registrant with a Registry Operator-approved description of potential consequences if Registrant engages in such prohibited activities, including suspension of the domain name.

Additionally, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to: (i) acknowledge and agree that Registry Operator reserves the right to deny, suspend, cancel, delete, transfer, or deny the transfer of any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as Registry Operator deems necessary, in its unlimited and sole discretion, (ii) to comply with specifications adopted by ICANN, its affiliates, or any industry group generally recognized as authoritative with respect to the Internet (e.g., Best Current Practice Requests for Comments), (iii) to protect the integrity, security and stability of the Internet or Registry; (iv) to comply with all applicable laws, government rules or requirements, requests of law enforcement or any other applicable authority or in compliance with any dispute resolution process; (v) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, (iv) cancel a domain name for the non-payment of required fees, (vii) agree to indemnify and hold Registry Operator, Registry Service Provider, and their respective subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, harmless from and against all third party claims, losses, lawsuits, damages or expenses (including attorneys' fees) arising out of the Registered Name Holders actions, use of the Registered Name, or Registered Name Holder's domain name registration and (viii) agrees not to transfer domain name to another owner without Registry Operator's prior written approval. The indemnification obligation in (vii) above, shall survive the termination or expiration of the registration agreement.

Registrar shall comply with and shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder, to comply with, Registry Operators acceptable use policies and terms of service, as applicable, as such policies or terms may be instituted or updated from time to time and published by the Registry Operator, Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and in the .pharmacy program application and approval as established from time to time

by Registry Operator in a non-arbitrary manner and applicable to all Registrars, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit D. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days' notice by Registry Operator to Registrar and ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

Registrar shall be required to obtain the written consent of each Registrant in the Registry TLD for collection and use of Personal Data as described in this Agreement.

3.4. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time.

3.5. Security. Registrar agrees to develop and employ in its domain name registration business all reasonable industry-utilized technology and restrictions to ensure that its connection to the Registry System is secure and complies with applicable law, rules, and regulations. All data exchanged between Registrar's system and the Registry System shall be encrypted to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to ensure its access to and use of the Registry System, as granted hereunder, does not (1) allow, enable, or otherwise support the transmission by e-mail, telephone, facsimile, or other means of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. Each EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every EPP client connection with the Registry System using both a certificate issued by a commercial Certification Authority, which shall include any current commercial, reputable, Certification Authority of Registrar's choice, and its Registrar password, which it shall disclose only to its employees with a need to know in order to perform services under this Agreement. Registrar agrees to use commercially reasonable efforts to notify Registry Operator within four (4) hours, but in no event more than twenty four (24) hours, of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way. In addition, Registry Operator may, from time to time, require other reasonable security provisions to ensure that the Registry System is secure.

3.6. Resolution of Technical Problems or Breach of Agreement. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning Registrar's use of the Supported Protocol, the APIs, and the System of the Registry Operator in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary

suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.

3.7. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Inter-Registrar Transfer Policy, as may be amended from time to time by ICANN (the "Transfer Policy").

3.8. 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 applicable statutes and regulations limiting the domain names that may be registered in addition to the restriction of a registration period. A description of the registration periods is in Exhibit H.

3.9. Authorization Codes. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via 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) calendar days. In addition, Registrar may not employ any mechanism for complying with a Registrant's request to obtain the applicable "AuthInfo Code" that is more restrictive than the mechanisms used for changing any aspect of the Registrant's contact or name server information. Registrar must not refuse to release an "AuthInfo Code" to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

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

3.11. Compliance with Marketing and Branding Guidelines. Registrar shall comply with Registry Operator's marketing and branding guidelines for the Registry TLD in Exhibit I.

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

3.13. Rights Protection Mechanisms. Registrar shall comply with the Trademark Clearinghouse Rights Protection Mechanism Requirements and any successor requirements related to the same as approved and published by ICANN, and ICANN-required or Registry Operator-required rights

protection mechanisms applicable to the Registry TLD.

3.14. Services. Registrar agrees to provide the services described in this Agreement in a professional quality manner and, unless a higher standard is required under this Agreement, in conformance with industry standards for registrars.

3.15. Handling of Personal Data. Registrar agrees to securely handle and maintain Personal Data in accordance with the terms of this Agreement and the Registrar Accreditation Agreement with ICANN.

3.16. Service Level Requirements. Registrar agrees to comply with all of the ICANN required Service Levels.

3.17. Registrar is prohibited from knowingly offering or continuing to provide registration services for any domain name, irrespective of the domain name's TLD, that has been determined by Registry Operator is a rogue internet pharmacy or is on NABP's "Not Recommended Websites" found at http://www.nabp.net/programs/consumer-protection/buying-medicine-online/not-recommended-sites/. Registrar agrees to suspend and lock all domain names registered for any TLD with that registrant, in response to Registry Operator's abuse notifications.

4. FEES

4.1. Amount of Registry Operator Fees.

4.1.1. Registrar agrees to pay Registry Operator the non-refundable fees set forth in Exhibit E for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Registration Fees"). Registry Operator reserves the right to increase the Fees prospectively upon three (3) months prior notice to Registrar.

4.1.2. In addition, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Section 6.3 of the Registry Agreement by no later than ten (10) days after the date of Registrar's receipt of an invoice from Registry Operator for such fees.

4.2. Payment of Registry Operator Fees. In advance of incurring Fees, Registrar shall establish a Payment Method with the Registry Service Provider set forth in Exhibit F.

4.3. Fees Due / Non-Payment of Fees. All Registration and Renewal Fees are due to Registry Operator, through Registry Service Provider, immediately upon receipt of Registry Service Provider's invoice.

Timely payment of fees owing under this Section 4 is a material condition of performance under this Agreement. In the event Registrar fails to pay its fees within thirty (30) days of receipt of a past due notice, Registry Operator may: (i) stop accepting new initial, renewal or transferred registrations from Registrar; (ii) give written notice of termination of this Agreement pursuant to Section 8; and/or (iii) pursue any other remedy under this Agreement or as permitted by law.

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

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures required by the Registry Operator, Registry Service Provider, ICANN, or applicable law.

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

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents (collectively "Personnel") who have a demonstrable need to know such Confidential Information in order to perform under this Agreement, provided the Receiving Party shall advise such Personnel: (a) of the confidential nature of the Confidential Information; (b) to not disclose such Confidential Information except as permitted under this Agreement; (c) the procedures required to maintain the confidentiality of Confidential Information; and (d) that they are required to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

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

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

5.1.6. Confidential Information excludes any information that the Receiving Party can demonstrate: (a) at the time of disclosure, was in the public domain; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the Receiving
Party; (c) was received from a third party who had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (d) was independently developed by Receiving Party without reference to Confidential Information of the Disclosing Party.

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, and to the extent legally permitted, promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.8 The Receiving Party's duties under this Subsection 5.1 shall extend past termination of this Agreement.

5.2 INTELLECTUAL PROPERTY.

5.2.1. Subject to Subsection 3.5, each 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, Registry Service Provider, their suppliers, and licensees, as applicable, shall own all right, title and interest in and to the RAT, EPP, APIs, Registrar Tool Kits, and any software it developed on its own and incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

5.2.3. Any tools provided hereunder and any tools, software (both in object code and source code from), documentation, technical information, databases, designs, algorithms, techniques, reports, drawings, charts, text or other information and works of authorship, and all ideas, inventions, discoveries, concepts, ideas, know-how, methods, processes, improvements and derivative, whether or not patentable or copyrightable, used or developed by Registry Operator and/or Registry Service Provider to provide the services described under this Agreement or operate the Registry System are and shall remain the sole and exclusive property of Registry Operator or Registry Service Provider, as applicable, and each shall retain its respective intellectual property rights therein.

5.2.4. Registrar will not, and shall not allow others to, reverse engineer or otherwise attempt to derive source code from Registry Operator or Registry Service Provider tools or software accessed as part of the Services.

5.2.6. With the exception of Registrar's permission to use the .pharmacy logo as described in this Agreement, neither Party shall use the trade names, trademarks, service marks, or the proprietary marks of the other Party in any advertising, sales presentation, news releases, advertising, or other promotion or marketing materials without such other Party's prior written consent, which shall not be unreasonably withheld; provided, however, that Registry Operator shall have the right without prior approval to identify Registrar as a customer of Registry Operator's services related to the Registry TLD.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty (30) days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator, its Registry Service Provider and their respective employees, directors, officers, representatives, agents, affiliates, and contractors against any third party claim, suit, action, or other proceeding brought against Registry Operator or an affiliate of Registry Operator based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems or other processes, fees charged, billing practices or customer service; provided, however, that in any such case: (a) Registry Operator provides Registrar with the required notice of any such claim, to the extent Registry Operator receives notice of any such claim, and (b) upon Registrar's written request, Registry Operator will provide to Registrar assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator and Registry Service Provider for its actual and reasonable costs incurred in connection with providing such assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's prior written consent. Registrar will pay any and all costs, damages and expenses, including, but not limited to reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator or Registry Service Provider in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY(IES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF THE TERMS OF SECTION 5 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 6, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF A PARTY EXCEED $1,000,000 USD.

7. DISPUTE RESOLUTION.

7.1. Dispute Resolution; Choice of Law; Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with

and governed by the laws of the State of Illinois without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the State of Illinois to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in a court located in the State of Illinois.

Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each court of competent jurisdiction within the State of Illinois in connection with any such legal proceeding.

8. TERM AND TERMINATION

8.1. 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 continue through and include the last day of the calendar month twelve (12) months from the Effective Date (the "Initial Term"). Upon the termination date of the Initial Term ("Anniversary Date"), all provisions of this Agreement will automatically renew for successive one (1) year renewal periods on each subsequent Anniversary Date until the Agreement has been terminated as provided herein or unless either Party elects not to renew by providing at least ninety (90) days written notice prior to any Anniversary Date.

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

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

8.2.2. Termination upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate in the event Registrar's accreditation for the Registry TLD by ICANN, or its successors, is terminated or expires without renewal.

8.2.3. 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 9.1.1.

8.2.4. 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.

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

8.3.1. 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.

8.3.2. Registrar shall immediately transfer its records of Registered Names to another Registry Operator-approved and ICANN-accredited registrar, in compliance with procedures established or approved by ICANN. Registry Operator is not responsible for payment of any fees to or on behalf of Registrant, whether such fees are transfer fees or refunds, due to termination of this Agreement.

8.3.3. Except as otherwise required by ICANN or by applicable law, all Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party, or if unable to be returned, securely destroyed and Receiving Party will provide Disclosing Party with certification of secure destruction of all Confidential Information.

8.3.4. All fees owing to Registry Operator shall become immediately due and payable to Registry Operator through its Registry Service Provider.

8.3.5 Registrar shall be responsible for all penalties, if any and will indemnify Registry Operator for any penalties assessed to or paid be Registry Operator as a result of Registrar's actions.

8.4. Survival. In the event of termination of this Agreement, the following shall survive: Subsections, 2.6, 2.10, 2.12, 3.5, 3.10, 3.13, 4.1, 4.3, 4.4, 5.1, 5.2, 6.1, 6.2, 7.1, 8.3, 8.4, 9.1, 9.2, 9.3, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, and 9.13.

9. MISCELLANEOUS

9.1. Assignments.

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

9.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry Operator's rights and obligations 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 RAA with ICANN for the Registry TLD is

validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the RAA, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

9.1.3. Other Assignments. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties. Neither Party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

9.2. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received upon the date of delivery as evidenced by proof of delivery or transmission when delivered by certified mail, return receipt requested, by courier or express delivery service using a trackable delivery method, or by facsimile during business hours showing the transmission was received to the address or facsimile number set forth beneath the name of such Party below, unless a Party has given a notice of a change of address in writing:

If to Registrar: [Registrar] [Address]
[City, State, Zip Code, Country] Attn: [Contact Name]
[Email] [Fax number]

With additional copy to, if required: [Registrar]
[Address]
[City, State, Zip Code, Country]
Attn: [Additional Contact Name if required]
[Email] [Fax number]

If to Registry Operator:
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Attn: Executive Director/Secretary
Email: execoffice@nabp.pharmacy
Fax: 847-391-4500

With an additional copy sent to Legal Affairs at the same address or facsimile number.

9.3. Representations and Warranties.

9.3.1. Registrar. Registrar represents and warrants that: (i) it is a corporation or LLC, duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) it is, and during the term of this Agreement will continue to be, accredited by

ICANN or its successor, pursuant to a 2013 RAA that is validly executed by Registrar and ICANN or ICANN's successor; (iv) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

9.3.2. Registry Operator. Registry Operator represents and warrants that: (i) it is a Corporation duly incorporated, validly existing and in good standing under the laws of the State of Kentucky; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator; and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

9.3.3. Disclaimer of Warranties. ALL INFORMATION, DATA, THE RAT, EPP, APIs, REGISTRY TOOLKIT, REGISTRATION TOKEN, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT ANY DATA, INFORMATION,THAT THE RAT, EPP, APIs, REGISTRATION TOKENS, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE DATA, INFORMATION, THE OPERATION OF RAT, EPP, APIs, REGISTRATION TOKENS, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE DATA, INFORMATION, RAT, EPP, APIs, REGISTRATION TOKENS, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE DATA, INFORMATION, RAT, EPP, APIs, REGISTRAR TOOLKITS, REGISTRATION TOKENS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE DATA, INFORMATION, RAT, EPP, APIs, REGISTRAR TOOLKITS, REGISTRATION TOKENS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, AND REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

REGISTRY OPERATOR'S APPROVAL OF A DOMAIN NAME TO A REGISTRANT DOES NOT CONSTITUTE A WARRANTY BY REGISTRY OPERATOR OF THE REGISTRANT, THE QUALITY OF CARE PROVIDED BY REGISTRANT, THE QUALITY OF REGISTRANT'S PRODUCTS OR SERVICES OR REGISTRANT'S COMPLIANCE WITH ANY LAW OR REGULATION.

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

9.5. Third-Party Beneficiaries. Except for the Registry Service Provider, this Agreement shall not be construed to create any obligation owed by either Party to any non-party to this Agreement, including any Registered Name Holder, in connection with any remedy, claim, and/or cause of action or privilege. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate or reference the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

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

9.7. Force Majeure. Neither Party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, any Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority including but not limited to ICANN, compliance with any statutory obligation or executive order, industrial disputes of any kind (except in the event of an employee strike, labor union, or other dispute involving the employees of the Party seeking protection under this section), earthquake, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or other natural disasters, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such Party shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such interference, provided that such Party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

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

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

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

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

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

9.13. Entire Agreement; Severability. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

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

9.15 Headings. The headings of the sections or paragraphs in this Agreement are provided for convenience only and will not affect its construction or interpretation.

9.16 Conflicts. This Agreement, including all Exhibits constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings, and negotiations, whether written or oral, regarding such subject matter. If there is a conflict between the terms of this Agreement and any of the terms in Exhibits B, D, E, F, I, the terms of those Exhibits shall control. For all other conflicts, the terms of the LOA shall control unless other specified.

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

National Association of Boards of Pharmacy	_____ (Registrar Name)
By:	By:_____
Name: Carmen Catizone	Name: _____

Title: Executive Director/Secretary	Title: _____
Date: _____	Date: _____

Exhibit A
Registry Tool Kits

The Registry Tool Kit will be made available to Registry, via URL, provided by the by Registry Service Provider. Registry Tool Kits may include, but not be limited to, the following:

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

During the Term of this Agreement, Registry Operator, through the Registry Service Provider, will provide reasonable telephone and electronic customer support to Registrar, not Registered Name holders or prospective customers of Registrar, for technical issues solely relating to the Registry System and its operation. Registry Operator, through the Registry Services Operator, will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and Software. While e-mail and FAQs are the primary method of help, Registry Operator, through the Registry Services Operator, will provide support on a 7-day/24-hour basis. If Registrar has non-technical questions with respect to .pharmacy policies, the registration restrictions or validations, these should be addressed directly to the Registry Operator, and not the Registry Service Provider.

The Registry Operator, through the Registry Services Operator, provides a clear, concise and efficient delineation of customer support responsibilities. Registrars provide support to registrants and registries provide support, as set forth in this Agreement, for Registrars. This allows the Registry to focus its support on the highly technical and administratively complex issues that arise between the Registry and the Registrar.

Technical Help Systems

Registry Operator, through the Registry Service Provider, will provide the Registrars with the following types of technical support:

• Web-based self-help services, including:
  o Frequently asked questions
  o Downloads of EPP client software
  o Support for email messaging
• Telephone support from via a Help Desk
• Fee-based consulting services.

Web-based Portal

Registry Operator, through the Registry Service Provider, will implement a secure web-based portal to help support registrar operations. To obtain access to the web-based services, a registrar must register registrants with the Registry Service Provider, and must have implemented the security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. The home page of the web-based portal will include a notice to registrars of planned outages for database maintenance or installation of software upgrades. This notification will be posted 30 days prior to the event in addition to active notification including phone calls and email. Outage notifications will also be recorded in the help desk database to facilitate compliance with the Registry Service Provider's service-level agreement. Finally, seven days and again two days prior to the scheduled event, both an email and a web-based notification will be used to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from the

.pharmacy public Web site, which will describe the TLD service offerings and list ICANN certified registrars providing domain-name services.

Central Help Desk

In addition to implementing the Web site, Registry Operator, through the Registry Service Provider, will provide telephone support to the registrars through a central help desk. Access to the help desk telephone support is through an automatic call distributor that routes each call to the next available customer support specialist. Callers will be authenticated by using caller ID and by requesting a pre-established pass phrase that is different for each registrar. Requests for assistance may also come to the Help Desk via email, either directly or via the secure Web site. The Help Desk's three tiers of support are:

Tier-1 Support. Telephone support to registrars who normally are calling for help with customer domain-name problems and other issues such as EPP implementation or billing and collection. Problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support. Support provided by members of the technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving escalated Tier 1 problems with EPP implementation and billing and collection, Tier 2 staff provides technical support in system tuning and workload processing.

Tier 3 Support. Complex problem resolution provided by on-site maintenance technicians, third party systems and software experts, and vendors, depending on the nature of the problem. In turn, the Help Desk uses an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database documents the status of requests and tickets, and notifies the Help Desk when an SLA threshold is close to being breached. Each customer-support and technical support specialist uses a problem management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and a root-cause analysis.

Escalation Policy

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

The following table is an overview of Registry Service Provider's escalation policy. This policy and other applicable engineering and customer support services of the Registry Service Provider may be changed from time to time by Registry Service Provider. Registry Service Provider will provide reasonable advance written notice to Registrar of changes in engineering or customer support services.

Level	Description	Escalation Policy	Notification

I	Catastrophic outage affecting overall registry operations	Registry Service Provider's Data-center manager escalates to Registry Service Provider's management and Disaster-Recovery Team if not resolved in fifteen (15) minutes	Registry Service Provider's web portal and/or e-mail notifications to all Registrars within fifteen (15) minutes; updates every thirty (30) minutes
II	Systems outage affecting one or two (2) registrar sessions but not the entire system	Registry Service Provider's systems engineer escalates to Registry Service Provider's data-center manager if not resolved in one (1) hour	Registry Service Provider's web-portal notification to all registrars; hourly updates
III	Technical questions	Registry Service Provider's help desk customer-support specialist escalates to the Registry Service Provider's systems engineer if not resolved in two (2) hours	Registry Service Provider provides hourly updates to registrar, via e-mail
IV	Basic Non-Technical questions	Registry Service Provider's help desk customer-support specialist escalates to the systems engineer if not resolved within four hours Operator's non-technical telephone support to registrars through a central phone number.	Registry Service Provider provides hourly updates to registrar via e-mail

Staffing

Registry Service Provider will staff its Help Desk with a complement of customer service specialists and will add staff as necessary to respond to incoming requests within the service-level agreement. Customer-service specialists will obtain assistance from Registry Service Provider's technical staff for any problems that cannot be resolved in one phone call.

Test and Evaluation Facility

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

Exhibit C
Registrar's Registration Agreement with Registrant

I. Registrant Application Evaluation

Prior to registering a .pharmacy domain name, potential registrants must complete an online application form found at www.dotpharmacy.net, or other Registry Operator site, and undergo a review of its current operations and proposed use of the .pharmacy domain name. All applicants must have a live and operational website or test website at the time of application review, and make such content available to NABP or its representative for review.

After the applicant submits the online application and supporting documentation to the Registry Operator, pays the applicable fees to Registry Operator and accepts Registry Operator's terms and conditions, including the .pharmacy program refund policy, Registry Operator will review the website, application and supplemental documentation to verify compliance with .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy. Registry Operator reserves the right to deny an Applicant's request for a .pharmacy domain if compliance with such standards and policy is not fount.

After Registry Operator determines applicant's licenses, documentation, and website are compliant and approves the registration of a .pharmacy domain name, Registry Operator will provide applicant with a token to register the .pharmacy domain name through the Registrar.

Before the Registrar can precede with the registration, all domain name applicants in the .pharmacy TLD ("Applicants") must:

Enter into an electronic or paper registration agreement that has been pre-approved by Registry Operator (Registration Agreement) with the Registrar, in accordance with the ICANN 2013 RAA and this Agreement. Such electronic or paper registration agreement must include the following certifications that must be affirmed by each Applicant:

a) The data provided in the domain name registration application is true, correct, current, and complete;

b) The domain name Applicant has the authority to enter into the registration agreement;

c) The domain name will not be used for 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 that actions for such activities, including but not limited to suspension or cancellation of the domain name, may be taken in accordance with applicable law, ICANN requirements, and policies applicable to the .pharmacy domain;

d) Applicant agrees to provide the necessary information that Registry Operator requires to adequately assure that Applicant complies with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy. Applicant agrees to continuously comply with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, as may be amended from time to time; and

e) Applicant understands and agrees that if it does not comply with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, its selected domain name is subject to suspension and/or cancellation if Applicant is determined to be non-compliant with any term or condition of the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, as may be amended from time to time, and no refund will be issued to Applicant.

II. Incorporation of applicable Dispute Resolution Services

Registrar agrees to incorporate the following text into its Registration Agreement:

"The Applicant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Registration Agreement:

(i) The Uniform Domain Name Dispute Resolution Policy, available at http://www.icann.org/en/help/dndr/udrp/policy;

(ii) The Uniform Rapid Suspension Procedure and Rules, available at http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en; and

(iii) The Transfer Dispute Resolution Policy, available at http://www.icann.org/en/help/dndr/tdrp.

In no event is Registry Operator responsible for Registrant's use of or compliance with the requirements, results, or decisions of the Dispute Resolution Services."

Registry Operator is not responsible for Registrant's use of or compliance with any of the following Dispute Resolution Services or their results or decisions or Registrar's compliance with or use of the Dispute Resolution Services or their results or decisions:

1) UDRP;

2) Uniform Rapid Suspension Procedure and Rules;

3) Transfer Dispute Resolution Policy; or

4) Any successor or future dispute resolution service approved by ICANN.

The TDRP sets forth the terms under which a dispute relating to Inter-Registrar domain name transfers are handled. Registrar is encouraged to first of all attempt to resolve the problem among the registrars involved in the dispute. In cases where this is unsuccessful and where a registrar elects to file a dispute, the TDRP procedures apply and Registrar agrees to comply with all TDRP requirements and results.

III. Registry Operator Domain Rights

Registry Operator will notify Registrar of any cancellations, locks, holds or transfer made by Registry Operator to the Registrar's domain name registrations, via email or other method as may be mutually agreed upon by the Parties, within twenty four (24) hours of any change, unless otherwise required by law.

Registry Operator reserves the right to take immediate action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided with evidence in written form that such records are present in connection with malicious conduct.

Registry Operator will operate the registry for .pharmacy in compliance with public interest commitment terms stated in the applicable sections of Registry Operator's application to ICANN for the TLD which are hereby incorporated by reference into this Agreement. Registry Operator's obligations pursuant to this paragraph shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN posted at http://www.icann.org/en/resources/registries/picdrp) which may be revised in immaterial respects by ICANN from time to time (the "PICDRP"). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Sections 4.3 of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

IV. Domain Name

Registrar agrees to provide the following link, http://www.dotpharmacy.net/how-to-apply, or other Registry Operator NABP website, for the .pharmacy application form to the Applicant, or can direct prospective Applicants to Registry Operator's website directly.

At that time, Applicant will complete the .pharmacy application form, attaching all required documentation and will remit to Registry Operator the applicable Application Fee directly to Registry Operator. Registry Operator will determine if the Applicant is compliant with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy.

If the Registry Operator determines that the Applicant is compliant with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, Registry Operator will provide Applicant with a registration token. The Applicant will present the token to the Registrar, to register the domain name for one year. Registrar will submit the applicable registration fee (Exhibit E) through the Registry Service Provider (Exhibit F).

V. Domain Name Renewal

Below is a chart indicating the time table for the annual renewal of .pharmacy domain(s) each successive year during which the domain(s) is active.

Time frame	ReApplication Status	Effect
120 days prior to the Anniversary Date*	Registrar will advise Customer to timely complete the annual .pharmacy TLD Program reapplication form, found at www.safe.pharmacy/apply or successor site(s) and timely pay the $2000 reapplication fee. Registrar will inform Customer that if the reapplication and payment are not timely received, Customer may risk Suspension and/or Deletion of the .pharmacy domain(s).	Any time prior to the Anniversary Date, Registrar may renew the .pharmacy domain(s) for a one year term and collect the applicable registration fee.
90-30 days prior to the Anniversary Date	Customer has not reapplied for the .pharmacy TLD Program.	NABP may advise Customer that the .pharmacy re-application must be processed and approved prior to the Anniversary Date to avoid the Suspension* and/or Deletion* of the .pharmacy domain(s). NABP may further advise Customer that submission of the reapplication 5 or less days before the Anniversary Date may result in domain Suspension, which decision is at the sole discretion of NABP.
5 days to 1 day prior to the Anniversary Date	Customer has not reapplied for the .pharmacy TLD Program or NABP receives re-application	If the reapplication is received between five days and one day prior to the Anniversary Date, NABP may, in its sole discretion, after the Anniversary Date has passed, suspend the domain(s) pending NABP's review and approval of Customer's reapplication. If NABP suspends the domain(s), NABP will notify the Customer and Registrar that the .pharmacy domain(s) is suspended pending NABP's review and approval of Customer's application.
Anniversary Date	Customer has not reapplied for the .pharmacy TLD program or NABP receives re-application.	NABP will suspend the domain(s) pending NABP's applicable receipt and approval of Customer's re-application. NABP will send a notice of the suspension and impending Deletion to the Customer and Registrar.

Redemption Grace Period (RGP)*	Customer has not reapplied for the .pharmacy TLD program within the RGP.	The domain(s) will be deleted by NABP and placed into the general pool of .pharmacy domains. If the .pharmacy domain(s) had been renewed, no registration fee collected by the Registrar will be refunded.

Definitions:
Anniversary Date: the date on which the domain name was registered in a previous year
Deletion: the .pharmacy domain name is officially deleted from the root zone.
Redemption Grace Period: the 30 day period after the Anniversary Date
Suspension: the .pharmacy domain name remains in the root zone, but does not resolve to the corresponding website

NABP reserves the right, in its sole discretion, to immediately suspend Registrant's .pharmacy domain or NABP's approval of Registrant's .pharmacy domain application if NABP obtains information indicating that Registrant is violating, or within the previous 12 months violated without disclosing to NABP, any criminal, fraud, pharmaceutical, pharmacy-related, patient safety-related, or Internet-related law or regulation or ICANN requirement, is engaging in abusive activities in connection with the Internet or its governance, threatens or its activities threaten the security or stability of the Internet or of the .pharmacy namespace, or Registrant is likely to cause direct and material harm to others. Registry Operator will notify Registrant and Registrar of the pending deletion. No refund will be issued for any registration fees, application or reapplication fees.

If Registrant is compliant with applicable law and ICANN requirements, but its activities, or lack thereof, indicate that Registrant is not compliant with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, Registry Operator will notify Registrar and Registrant of the pending domain name suspension, and the reason for the pending suspension. If Registrant does not timely cure the non-compliance, Registry Operator will notify Registrar and Registrant that the domain name has been deleted and returned to general availability. An additional thirty day Remediation Grace Period will not be given. No refund of the registration fee will be provided to Registrant if Registry Operator deletes the domain.

All communications regarding pending domain deletions are performed in writing. No hearing, whether in-person or otherwise, is permitted. There will be no right to an appeal of the Registry Operator decision.

Exhibit E
Registration Fees

1. Domain-Name Initial Registration Fee and Maximum Resale Price

Registrar agrees to pay NABP in US currency the non-refundable amount set forth in the tables below, per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 4 of the Agreement. Furthermore, Registrar agrees that the Registrants under the NABP Member Board's $0 Tier, will have a zero ($0.00) registration fee. Registrar will not add any amount to the Registry Operator's zero ($0.00) registration fee. After the limited registration period, NABP's member boards and other NABP designated Registrants in the $0 Tier shall not be charged any registration fee and no mark-up or amounts may be added by the Registrar. Other than domains for the NABP Member Board and other NABP-designated Registrants, which shall be valid and in effect for a five (5) year period, Registrar shall register domain names to Registrants only for one (1) year periods according to Registry Operator policies.

Registrar will not charge an amount greater than the maximum total resale price for a domain in the applicable price tier, as set forth in the table below. Registrar retains the ability to charge any price below the maximum registrar fee for a domain in the applicable price tier.

.Pharmacy Domain Tier* Pricing and Registrant Types

		.Pharmacy Domain Price Tiers and Maximum Fee/Price						
Registration Fee Payable To Registry By Registrar	$0	$50	$750	$2,500	$10,000	$12,500	$15,000	$25,000
Maximum Registrar Fee	$0	$29	$375	$750	$1,500	$1,875	$2,250	$3,750
Maximum Total Resale Price	$0	$79	$1,125	$3,250	$11,500	$14,375	$17,250	$28,750
		Registrant Type per .Pharmacy Domain Price Tier						
NABP Member Board 12/4/2014 - Ongoing	X							
Other NABP-designated Registrants 6/2/2015 - Ongoing	X	X						
Dispensing Pharmacies 4/30/2015 - Ongoing			X	X	X	X	X	X
General Availability 6/2/2015 - Ongoing			X	X	X	X	X	X

* Applicable Domain Names in each Price Tier are available through the Registry Service Provider. *Domain Names not in the $0, $50 $2,500, $10,000, $12,500, $15,000, or $25,000 Tier, are in the $750 Tier.*

2. Domain-Name Renewal Fee

Registrar agrees to pay NABP in U.S. currency; the non-refundable annual registration fee for a domain name registration renewal, or such other amount as may be established in accordance with Section 1 above. Registrar acknowledges that if the .pharmacy domain(s) is renewed and Registrant never submits a completed renewal application or Registry Operator, in its sole discretion, determines that the Registrant is not compliant with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, the domain(s) will be suspended and/or deleted and no refund will be issued to Registrar or Registrant.

Registrar ~~shall~~ must accept and process payments for the renewal of a domain name by a URS Complainant, in cases where the URS Complainant prevailed, after the Registry Operator has verified the URS Complainant is in compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy.

Registrar 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.)

3. Domain Name Transfer

Registrar is prohibited from accepting a transferred domain name without Registry Operator's prior written approval.

For a bulk transfer approved by ICANN, Registry Operator will charge the gaining registrar USD $0 (for transfers of 50,000 names or fewer) or USD $50,000 (for transfers of more than 50,000 names).

4. EPP Update to Restore a Name

Registrar agrees to pay USD $750.00 per use of the EPP Update command to restore a domain name, after the Registry Operator assures that the Registrant is in compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, or such other amount as may be established in accordance with Section 1 above.

Registry Operator may charge registrars the following maximum price for each Registered Name that is restored pursuant to the thirty (30) day Redemption Grace Period Policy set forth in the Registry Agreement.

The cost of restoring an unintentionally deleted domain name in the Redemption Grace Period must not exceed USD $500.00.*

Registry Operator will waive the fee for restoring any Registered Name that was deleted, contrary to the wishes of the Registered Name Holder, as the result of a mistake of the Registry Operator.

* Note: the fee for restoring deleted names is separate from, and in addition to, any Renewal Fees that may be charged as set forth above.

Billing Policy for Registrars v. 1.0

Payment Methods

• All payments will be made in USD or EUR
• Payment can be made in two ways: 1) The Pre-Payment Debit Account Program, or (2) the Payment In Arrears Program (for qualifying Registrars only).
• Only one payment method may be selected by Registrar, and such payment method shall apply to all TLDs for which Neustar provides registry services and the associated billing and collections services.

1   Pre-Payment Debit Account Program

1.1   Registrars using debit accounts must transfer sufficient funds into their account to ensure that funds are available for all their domain name applications. Registrars who wish to use a credit/debit card must be sure to have an adequate credit limit which will support the number of domain name applications submitted. If you have any questions at any time, please contact Registry Billing Support at +1-877-BILL-277 (+1-877-245-5277) or registry- billing@neustar.biz.

1.2   Neustar will provide the Registrar with banking instructions to fund their account. The Registrar is responsible for funding the account to a level that is consistent with its monthly sales volume. For all registries electing to have Neustar perform the billing and collections operations, Neustar shall debit the Registrar's account for each billable transaction on at least a daily basis.

1.3   Neustar shall provide Registrar with login credentials to Neustar's eBill system. Through eBill, Registrar may check their account balance, which shall be updated hourly. In addition, Registrar may elect to set a "low water mark" for funds in its Debit Account (LWM). Such LWM may be changed at any time by sending a request to registry- billing@neustar.biz. Changes are made by Neustar by the close of the next business day. In the event that the funds available in Registrar's Debit Account fall below the LWM, notification will be sent to the Registrar. Registrar shall have 48 hours to initiate a deposit to their account to bring their balance to a level that supports the number of domain name registrations submitted.

1.4   The Registry Operator will pay bank fees associated with the Registrar's account, but the Registrar is responsible for all wire transfer fees. For example, a wire transfer of US$500.00 would include a US$20.00 transaction fee from the originating bank. This US$20.00 fee is the responsibility of the sending Registrar. The monthly fees associated with the handling of the remaining US$480.00 are paid by the Registry Operator at Bank of America.

1.5   If the account falls to a zero balance, the Registry Operator reserves the right to stop accepting orders from the Registrar until the account is fully funded to a level that supports the number of domain name registrations submitted. In the event that Neustar allows a Registrar to fall

below a zero balance, Registrar must replenish the Debit Account by no later than seven (7) days after such account falls below zero. Failure to replenish the Debit Account may result in Registrar being converted to "not-in-good standing", meaning that Registrar will be unable to create new domains, renew domains, or transfer in any domain names from another Registrar until such time that the account is replenished.

2.   Payment in Arrears Program

2.1   Certain Registrars may qualify to participate in Neustar's Payment in Arrears Program which allows Registrars to make all payments owed for certain top-level domains (TLDs) for which Neustar is providing (i) registry services and (ii) the associated billing and collections associated with the registry services (for example, .BIZ, .US, .TRAVEL and others), within thirty (30) days after the date of an invoice. For a specific list of TLDs participating in this program, please contact your account representative or send an e-mail to registry-billing@neustar.biz.

2.2   Registrar Reserve.

2.2.1   In order to qualify for this program, Registrar must submit to Neustar a pre- payment in the amount of $US 50,000.00 (in the manner set forth below) which Neustar will hold in reserve in a non-interest bearing account on behalf of the Registrar and its Affiliates ("Registrar Reserve"). Only one Registrar Reserve is required to cover all of the participating TLDs for which Neustar is providing both registry services and the associated billing and collections in connection with such registry services.

2.2.2   The Registrar Reserve shall, at the election of the Registrar, cover Registrar and all of Registrars' Affiliates. For the purposes of this Program, (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

2.2.3   Prior to submitting the payment set forth in Section 1.3.2.1 above, Registrar shall send an e-mail to registry-billing@neustar.biz requesting participation in the Payment in Arrears Program and detailing which Affiliates (if any) will be included in the Program under the same Registrar Reserve.

2.2.4   Statements shall be posted to each qualifying Registrar's billing extranet account by no later than ten (10) days after the end of each month detailing the total number of billable transactions for the previous month broken out by type and top-level domain.

2.2.5   Neustar must receive payment for each statement in full by no later than thirty (30) days after the date of the applicable statement ("Due Date"). In the event that Neustar does not receive

payment in full by the Due Date, Neustar has the right to withdraw all unpaid amounts from the Registrar Reserve. If the unpaid amount is greater than the balance remaining in the Registrar Reserve, Neustar may, at its option, (i) change the Registrar (and its Affiliates') status to "not-in-good standing," prevent the Registrar (and its Affiliates) from creating new domains, renewing domains or transferring in domains for all TLDs; and (ii) assess a late fee on all unpaid amounts equal to one and one-half percent (1.5%) of the maximum rate allowed by law, whichever is less, from the original due date to the date paid in full.

2.2.6   Registrars shall be required to refill the Registrar Reserve to the full $50,000.00 balance by no later than seven (7) days from the date in which the Registrar Reserve was used to pay off Registrar's outstanding balance.

2.2.7   If a Registrar fails to pay an invoice on time two times in any six (6) month period, or three times in any two (2) year period, Neustar has the right to disqualify the Registrar from participating in the Payment in Arrears Program, and if disqualified, Neustar shall automatically move the Registrar to the Pre-payment Debit Account Program. A Registrar that has been disqualified from the Payment in Arrears Program shall not be eligible to participate in the Payment in Arrears Program for a minimum of twenty-four (24) months following such disqualification.

2.2.8 In the event Registrar terminates its relationship with all Neustar-sponsored TLDs or elects to switch to the Pre-Payment Debit Account Program, all unused Registrar Reserve funds shall be returned to Registrar within thirty (30) days of such termination and/or election.

3.   Instructions for Electing Either Program

Step 1: Complete the Registrar Profile form available on the Registrar Extranet or from Neustar's customer support, which is used to provide general background on your profile and for electing either the Pre-Payment Debit Account Program or Payment in Arrears Program.

Step 2: Return the completed form via email (reg-support@neustar.biz) or facsimile to Neustar Customer Support at +1.571.434.5758.

Step 3: In the event that Registrar has elected the Pre-Payment Debit Account Program or Registrar is unable to qualify for the Payment in Arrears Program, Registrar will receive a new Bank of America Debit account number within five (5) to seven (7) business days along with wire transfer instructions from Neustar. Registrars that already have a Bank of America Debit account number from Neustar do not need a new account.

Step 4: Using the wire transfer instructions below, if Registrar has elected to participate in the Pre-payment Debit Account Program, Registrar shall make the initial deposit into the account to comply with the Projected Monthly Sales, which were entered into Registrar Profile form. In the event Registrar has elected to participate in the Payment in Arrears Program, Registrar shall be required to use the wire transfer instructions below to make the required Registrar Reserve payment.

4. Wire Transfer Instructions

Neustar has established an account at the Bank of America. Please ensure your payment wires reflect the information below.

{Insert Name} Registrar Account [SAMPLE][1]

- Name: Bank of America, N.A.
- Address: Richmond, VA, USA
- Telephone: (888) 841-8159
- Account Name: <Your Company Name>
- Account Number: <Your Account number>
- ABA Number: 026009593
- SWIFT Code: BOFAUS3N

[1] This is not the actual Wire Transfer Instructions. Actual Banking instructions will be provided by Neustar directly to the Registrar.

Exhibit G
Registry Performance Specifications

1. Introduction. The Performance Specification provides a list of performance specifications as they apply to the Core Services provided by the Registry Operator through its Registry Service Provider.

2. Definitions Applicable to this Exhibit G

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

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

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

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

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

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

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

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

3. Service Level Agreement Matrix

	Parameter1SLR (monthly basis)	SLR (monthly basis
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)
	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

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

4. DNS

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

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

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

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

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

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

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

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

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

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

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

5. RDDS

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

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

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

5.4. RDDS query RTT. Refers to the collective of "WHOIS query RTT" and "Web‑based WHOIS query RTT".

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

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

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

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

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

6. EPP

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

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

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

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

6.5. EPP command RTT. Refers to "EPP session---command RTT", "EPP query---command RTT" or "EPP transform---command RTT".

6.6. EPP test. Means one EPP command sent to a particular "IP address" for one of the EPP servers. Query and transform commands, with the exception of "create", shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible

results to an EPP test are: a number in milliseconds corresponding to the "EPP command RTT" or undefined/unanswered.

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

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

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

7. Emergency Thresholds

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement.

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime/week
DNSSEC proper resolution	4-hour total downtime/week
EPP	24-hour total downtime/week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime/week
Data Escrow	Breach of the Registry Agreement as described in Specification 2, Part B, Section 6.

8. Emergency Escalation

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

8.1. Emergency Escalation initiated by ICANN

Upon reaching 10% of the Emergency thresholds as described in Exhibit G, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble‑‑‑shooting of the monitoring failure between ICANN staff and the Registry Operator, and the commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

8.2. Emergency Escalation initiated by Registrars

Registry Operator, through its Registry Service Provider, will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

8.3. Notifications of Outages and Maintenance

In the event that Registry Operator plans maintenance, it will provide notice to the ICANN emergency operations department, at least, twenty-four (24) hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per its contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

9. Covenants of Performance Measurement

9.1. No interference. Registry Operator shall not interfere with measurement Probes, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Specification as it would to any other request from an Internet user (for DNS and RDDS) or registrar (for EPP).

9.2. ICANN testing registrar. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the SLRs described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

Exhibit H
NABP Member Limited Period, TMCH Sunrise Period
NABP Programs, Dispensing Pharmacies, and General Availability

1.   NABP Member Limited Registration . – Qualified Launch Program

NABP Member Limited Registration Period is a Qualified Launch Program and is a limited time opportunity solely for the NABP member Boards to register a .pharmacy domain name. The NABP Member Limited Registration Period will occur from 15:00 UTC on December 4, 2014 through 16:00 UTC on December 16, 2014, or such other time as designated by Registry Operator. The NABP Members will not be required to complete a .pharmacy program application, but will still need to obtain a registration token directly from the Registry Operator prior to registering the domain name with the Registrar. Since NABP will be reimbursing each of the NABP Members who register for a .pharmacy domain, Registrar agrees that the registrants under the NABP Member Limited Registration will only be required to pay the $750 USD registration fee, without any mark up or additional amounts added to the Registry Operator's registration fee.

2.   Sunrise and Claims Period. Sunrise

The Sunrise Period will be an End Date Sunrise as defined by ICANN. The Trademark Clearinghouse (TMCH) Sunrise is the period during which registered trademark and service mark owners may register their marks as domain names in order to allow them to protect their intellectual property rights. The TMCH Sunrise Period fees for .pharmacy domain names are set forth in Exhibit E (Registration Fees) to this Agreement.

The TMCH Sunrise Period allows trademark holders and agents that have successfully submitted trademark records and had, at a minimum, Sunrise eligibility verified by the TMCH and are in compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, an opportunity to register domain names that are registered and validated mark names contained in the Trademark Database ("TMDB"). In addition, the TMCH Sunrise Period provides trademark holders or their agents' notification of a domain name registration matching a label of a registered and validated mark name in the TMDB.

The TMCH Sunrise Period follows the NABP Member Limited Registration Period, which is only open to NABP Member Boards of Pharmacy. The TMCH Sunrise Period precedes the NABP Program Registration Period, which is only open to pharmacies that currently are accredited or approved through an existing NABP program such as VIPPS, Vet VIPPS, or e-Advertiser, the Dispensing Pharmacies, which is only open to active dispensing pharmacies and the General Availability period of the new gTLD, which is open to the public.

Registry Operator will offer a TMCH Sunrise Period. The TMCH Sunrise Period will last sixty (60) days in order to allow trademark owners, listed in the TMDB, to register domain names that qualify as an identical match with their listed trademark(s) filed with the TMCH. All domain names registered during the Sunrise Period will be subject to the applicable terms of this Registry – Registrar

Agreement, the successful verification of Applicant's compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Acceptable Usage Policy, and the Registrar's domain name registration agreements and policies, consistent with the RAA dated after May 2013 or any succeeding ICANN RAA to which Registrar is bound.

If the Registry Operator determines that the Applicant is compliant with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, Registry Operator will provide approved Applicants with a registration token, which will allow the Applicant to register through the Registrar during the TMCH Sunrise Period.

As part of the application evaluation process, Registry Operator will ensure that the Sunrise Applicants meet TMCH Sunrise Eligibility Requirements, which will be verified by the TMCH. Any application fee received from an Applicant, whose requested .pharmacy domain was approved for another Applicant within the Sunrise Period time frame, will be refunded to that Applicant. Only one registration token will be issued for each .pharmacy domain, there never should be a duplicate registration for the same .pharmacy domain.

Claims Process (the Claims period):
The Claims Process ensures that all Applicants who want to register a domain name, matching a label that matches a TMCH record, are presented with a Trademark Notice containing information about the trademark records and that Registrants will have to acknowledge the existing trademark records concerning the desired label prior to registering the domain.

The Claims process also notifies trademark holders or agents of the registration of a domain name matching a label of a registered and validated mark name in the TMDB. Registry Operator shall provide to the Registrar the Claims services for a minimum of ninety (90) days after general availability of registrations of the Registry TLD, which shall not overlap with the Sunrise period. Registrar must continue to be able to receive and provide Claims services, including but not limited to, providing notifications and receive acknowledgments, indefinitely, for the purposes of Reserved Name registrations and as otherwise required by ICANN.

Please refer to ICANN's website (http://newgtlds.icann.org/en/about/trademark-clearinghouse) for further details about the Sunrise and Claims processes.

3.   NABP Program Registration Period.

NABP Program Registration Period is a limited time opportunity for entities that are currently participating in the NABP VIPPS, Vet-VIPPS, or e-Advertiser programs. The NABP Program Registration Period will occur from 14:00 UTC on March 17, 2015 through 15:00 UTC on April 1, 2015, or such other time as designated by Registry Operator. Registrar must direct all prospective Applicants to the www.dotpharmacy.net site, or other Registry Operator site. The NABP Program Registration Applicants will not be required to complete the .pharmacy program application, but will still need to obtain a registration token directly from the Registry Operator prior to registering the

domain name with the Registrar. Registry Operator will provide a registration token to a NABP Program Registration Applicant for as many domain names they wish to register during this period.

4.   Dispensing Pharmacies Limited Registration

Only those entities that are actual, active dispensing pharmacies may submit an application or register during this period. During Dispensing Pharmacies Limited Registration Period, registration will occur between 14:00 UTC on April 30, 2015 and 15:00 UTC on June 2, 2015. Registrar must direct all prospective Applicants to the www.dotpharmacy.net site, or other Registry Operator site, to complete the Registry Operator's .pharmacy program application and pay the .pharmacy program application fee. If the Registry Operator determines that the Applicant is compliant with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, Registry Operator will provide successful Applicants with a registration token. Applications will be evaluated on a basis of the first to complete the application and submit the application fee. If Registry Operator determines that Applicant is not in compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, Registry Operator will notify Applicant that it is unable to register a domain name.

5.   General Availability.

General Availability will take place at the close of the Dispensing Pharmacies Limited Registration at 14:00 UTC on June 2, 2015. Registrar must direct all prospective Applicants to the www.dotpharmacy.net site, or other Registry Operator site, to complete the Registry Operator's .pharmacy program application and pay the .pharmacy program application fee. If the Registry Operator determines that the Applicant is compliant with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, Registry Operator will provide successful Applicants with a registration token. Applications will be evaluated on a basis of the first to complete the application and submit the application fee. If Registry Operator determines that Applicant is not in compliance with the .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy, Registry Operator will notify Applicant that it is unable to register a domain name

During General Availability there are seven pricing tiers for registration of domain names. These tiers and corresponding registration fees and maximum resale prices are identified in Exhibit E. The domain names corresponding to the various price tiers are available to Registrar from the Registry Service Provider.

6.   Additional Marketing Efforts.

Registrar acknowledges and agrees that the Registry Operator, its subcontractors, affiliates, agents, and/or service providers may at times engage in additional marketing promotional and communications efforts including but not limited to: direct sales, participation in a NABP program qualification, development of educational platforms to promote knowledge of domain names, education of the domain name industry. NABP may develop promotions and products deemed as a 'value add' to the interests, business, and properties of the .pharmacy registry and NABP.

7. General.

Registrar acknowledges and agrees that the Registry Operator, its subcontractors, affiliates, agents, and/or service providers shall have no liability of any kind for any direct or indirect loss or liability resulting from or arising in connection with any of the registration periods or premium domain name registration processes, including, without limitation: (a) Registrant's inability to reserve a name in the Registry TLD through this process, and (b) any dispute between any parties arising in connection with this process. Registry Operator will indemnify, defend and hold harmless Registrar against any third party claim, suit, action, or other proceeding brought against Registrar based on or arising from any claim or alleged claim relating to Registry Operator's decisions during the .pharmacy program application process.

Exhibit I
Marketing and Branding Guidelines

The National Association of
Boards of Pharmacy®
.pharmacy gTLD Program

Graphic Standards and Guidelines
For .pharmacy Registrars

The National Association of Boards of Pharmacy®
1600 Feehanville Drive
Mount Prospect, IL 60056

Overview

The National Association of Boards of Pharmacy® (NABP®) is an impartial professional organization that supports the state boards of pharmacy in creating uniform regulations to protect public health. Through our accreditation, license verification, and testing programs we aim to ensure the public's health and safety.

The proper implementation of the visual identity of the .pharmacy gTLD Program is essential for promoting, maintaining, and protecting the certification marks and value of the program. These guidelines are intended to direct implementation of the .pharmacy visual brand expressions.

NABP owns the .pharmacy logo ("the Mark") for its .pharmacy gTLD program.

These guidelines are for use by NABP-approved registrars wishing to use the Mark in promotional, advertising, instructional, or reference materials. The press and other parties wishing to use the Mark must seek the written permission of the NABP executive director/secretary.

Please contact NABP if you observe any abuse or unauthorized use of the Mark.

Terms of Use

Any person or entity using the Mark, in whole or in part, acknowledges that NABP is the sole owner of the Mark and agrees that it will not interfere with the rights of NABP in the Mark, including challenging NABP's use, registration of, or application to register such mark, alone or in combination with other words, anywhere in the world, and that it will not harm, misuse, or bring into disrepute the Mark. The goodwill derived from using any of the Mark exclusively inures to the benefit of and belongs to NABP. Except for the limited right to use as expressly permitted under these guidelines, no other rights of any kind are granted hereunder, by implication or otherwise.

Your use of the Mark constitutes agreement to be bound to the terms of these guidelines and the Registry-Registrar Agreement (RRA). NABP reserves the right to take action, including but not limited to terminating permission to use the Mark or disqualifying the registrar from the selling .pharmacy domain names if any use of the Mark does not conform to these guidelines or the RRA, disparages NABP or its programs or members, infringes on any NABP intellectual property or other right, or violates other applicable law.

These guidelines do not imply or grant permission to use any other mark, including, but not limited to the NABP logo, in any manner other than as required by these guidelines. Requests for use of any NABP mark must be submitted separately and in writing to the NABP executive director/secretary.

These guidelines do not grant a right to license or convey the Mark to any third party, nor do they grant a license or right to any other NABP Seal, service mark, trademark, or intellectual property. NABP reserves the right, at its sole discretion, to terminate or modify permission to display the Mark at any time.

Written References to NABP and the .pharmacy gTLD Program

The official full name of the Association and of the program are as follows:

> National Association of Boards of Pharmacy®

When referencing NABP in writing, the full name and acronym with the appropriate mark must be used on **first** reference. After the first reference, the acronym may be used.

> **Example:**
> The registry for the .pharmacy domain is the National Association of Boards of Pharmacy® (NABP®). NABP began accepting applications for domain names in November 2014.

Contact Information

For information or questions regarding current .pharmacy graphic standards, please contact:

> National Association of Boards of Pharmacy
> Attn: Communications Manager
> 1600 Feehanville Dr
> Mount Prospect, IL 60056
> Tel: 847/391-4406
> Fax: 847/391-4502
> E-mail: commdept@nabp.net

.pharmacy Logo – General Guidelines

Exhibit A: .pharmacy Logo – Color   **Exhibit B: .pharmacy Logo – Grayscale**

The .pharmacy Logo – Color (Exhibit A) must be used with the trademark (™) symbol. The color logo should be used when portraying the NABP logo in four-color printed or electronic materials. The Marks may also be used by an NABP-approved registrars in a variety of **electronic and printed materials** as a way to promote the registrar's status as an approved seller of .pharmacy domain names (see page 6).

The .pharmacy Logo – Grayscale (Exhibit B) is for use in instances when materials are displayed in black and white or grayscale and must also be used with the trademark (™) symbol.

Registrars may not give registrants of .pharmacy domain names permission to use the .pharmacy logo. Registrants wishing to use the .pharmacy logo must seek written approval from the NABP executive director/secretary.

Website Use of .pharmacy Logo

Use of the .pharmacy logo by a registrar indicates that the registrar has been approved by NABP to sell .pharmacy domain names. Approved registrars are instructed to use the logo in accordance with these guidelines.

- The approved registrar's web page title and other trademarks and logos must appear at least as prominently as the logo.
- The .pharmacy logo must not be displayed in any manner or on any site that disparages NABP or its members or programs, infringes on any NABP intellectual property or other rights, or violates any state, federal, or international law.
- Displaying the .pharmacy logo in a manner that connects it to or implies an affiliation with other pharmacy verification, certification, or accreditation services is prohibited.
- Any other posting requires express written permission of the NABP executive director/secretary.
- The .pharmacy logo may not link to any sites or locations other than the .pharmacy marketing site or related web pages on the registrar's website.

Minimum Size

Minimum size refers to the smallest size at which the .pharmacy logo may be reproduced and still maintain legibility.
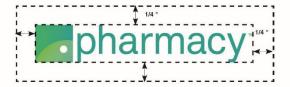
To ensure legibility, the minimum reproduction size of both versions of the log is 1.5 inches in length. The logo should scale proportionally.

Artwork for logos ranging in size from 1.5 inches to 6 inches has been provided on the CD accompanying this manual. For logo artwork for reproduction larger than 6 inches, please contact the NABP Communications Department.

Clear Space

There should be at least a one quarter inch of clear space surrounding the entire logo. Clear space is the area around the logo that should be free of all other logos, symbols, text, or other graphic elements. This clear space is required to ensure the clarity of the .pharmacy logo.

Color

Four-color representation of the .pharmacy logo is preferred; however, if the medium does not allow for a color logo then the grayscale logo may be used. The colors in the .pharmacy logo are as follows.

Green

R 52	C 75	HEX #34B475	PMS 139-6
G 180	M 0		
B 117	Y 75		
	K 0		

Aqua

R 0	C 80	HEX #00A79D	PMS 130-13
G 167	M 10		
B 157	Y 75		
	K 0		

Green

Green/Aqua Gradient

Grayscale

Black screens: 100% and graduated black screens.

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Usage of the .pharmacy Logo

As mentioned on page 3 of these guidelines, the .pharmacy logo may be used by NABP-approved registrars in a variety of printed and electronic materials as a way to promote the registrar's status as an approved seller of .pharmacy domain names.

Below is a listing of approved usage of the .pharmacy logo.

Approved Uses for .pharmacy Logo

- Website
- Printed promotional materials such as brochures and information sheets
- Newsletters (electronic and print)
- Exhibition booths
- Exposition materials
- Advertisements
- Video promotion B-Roll footage
- Newspapers and magazines
- Educational presentations

The .pharmacy logo must be displayed in accordance with these guidelines and may not be displayed in any manner that implies sponsorship or endorsement by NABP of the registrar's products or services and it cannot be used in any manner that disparages NABP or its members or programs, infringes on any NABP intellectual property or other rights, or violates any state, federal, or international law.

Some Restrictions Apply

To protect the registered trademarks and maintain the equity and value of the .pharmacy brand,

the .pharmacy logo must never be altered or redrawn. No entity is permitted to remove or alter any element of the Seals in any manner, including proportions, colors, elements, or animate or otherwise distort the perspective or appearance of the .pharmacy logo.

In addition, the .pharmacy logo must not be displayed as a feature or design element of any other seal or logo and it must not be combined with any other object, including, but not limited to, words, icons, graphics, photos, slogans, numbers, or other design elements. Several examples of misuses are shown on this page.

- Do not alter the colors or typography

- Do not alter the configuration or distort or add drop shadows to logo components

- Do not recreate or scale logo components individually

- Do not rotate or animate the logo