TOP-LEVEL DOMAIN REGISTRY-REGISTRAR AGREEMENT

This Registry-Registrar Agreement (the "Agreement"), effective as of _____, 20162018 (the "Effective Date"), is between DERHomes, LLC, a Virginia Limited Liability Company, with its principal place of business located at 150 Granby Street, Norfolk, VA 23510 ("Dominion Registries"), and _____, a _____, with its principal place of business located at _____ (the "Registrar"). Dominion Registries and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Dominion Registries has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a domain name registration system, top-level domain nameservers, and other equipment for the .Homes top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .Homes 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, Dominion Registries and Registrar, intending to be legally bound, hereby agree as follows:

1.   DEFINITIONS

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

1.2   "Confidential Information" means all information and materials, written or oral, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement that either (a) is marked or otherwise designated as Confidential, or (b) by the nature of the information and/or the circumstances surrounding its disclosure, ought in good faith to be treated as proprietary or confidential.

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

1.4   "DNS" means the Internet domain name system.

1.5   The "Effective Date" shall be the date set forth above.

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

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

1.8   "IP" means Internet Protocol.

1.9   "Licensed Product" means the intellectual property required to access the Supported Protocol, and to the APIs and any applicable/associated software, as well as Dominion Registries' name and/or logo.

1.10   "OTE" means Operational Test and Evaluation system.

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

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

1.13   "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more levels (e.g. john.smith.TLD), about which Dominion Registries or its designee 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).

1.14   "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."

1.15   "Registrar" refers to the person or entity that contracts with Dominion Registries pursuant to this Agreement and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry System.

1.16   "Registry Agreement" means the Registry Agreement between Dominion Registries and ICANN for the operation of the Registry TLD, as the same may be amended from time to time, restated or replaced, from time to time. The Registry Agreement is incorporated herein by reference with respect to those provisions regarding obligations of Registrar.

1.17   "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 WhoisWHOIS queries, for some or all of those names.

1.18   "Registry TLD" means the .Homes TLD.

1.19   "Registry Operations" will be performed by Registry Service Provider, who will have responsibility for operating and managing the Registry Services for Dominion Registries in compliance with the ICANN Registry Agreement for the Registry TLD.

1.20   "Registry Service Provider" refers to Afilias Limited or such other entity as Dominion Registries may designate to perform Registry Operations.

2

1.21 "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 Dominion Registries for the Registry TLD registry as of the effective date of the Registry Agreement; (b) other products or services that Dominion Registries 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.

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

1.23 "~~Registry~~Registrar Tool Kit" shall mean the Tool Kit set forth in Exhibit A.

1.24 "Reseller" has the meaning set forth in ICANN's most recently adopted Registrar Accreditation Agreement.

1.25 "Supported Protocol" means Dominion Registries' implementation of the EPP, or any successor protocols, supported by the Registry System.

1.26 "Term" means the term of this Agreement.

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

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

2. OBLIGATIONS OF DOMINION REGISTRIES

2.1 <u>System Operation and Access to Registry System</u>. Throughout the Term of this Agreement, Dominion Registries shall provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System, according to its arrangements with Registry Service Provider and ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Dominion Registries and Registry Service Provider and/or Dominion Registries and ICANN. Dominion Registries shall have OTE reasonably available to Registrar so that Registrar can test and evaluate relevant current and proposed Registry System functions for a sufficient period of time before they are implemented in the Registry System.

2.2 <u>Maintenance of Registrations Sponsored by Registrar</u>. Subject to the provisions of this Agreement, as well as all ICANN requirements and Registry System requirements authorized by ICANN, Dominion Registries shall maintain the registrations of

I-1564257.1

Registered Names sponsored by Registrar in the Registry System for the Registry TLD during the term for which Registrar has paid the fees required by ~~Subsection~~Section 4.1.

2.3   Provision of Tool Kit; License.

2.3.1   Distribution of EPP, APIs and Software ("~~Registry~~Registrar Tool Kit"). ~~No later than three (3) business days after~~Following the ~~Effective Date~~full execution and delivery of this Agreement, Dominion Registries shall make available to Registrar a copy (or hyperlink to a copy which can be downloaded) of the ~~Registry~~Registrar Tool Kit, which shall provide such technical specifications designed to allow Registrar to develop its system to interface with the Registry System and employ features that are available to Registrar to register second-level domain names through the Registry System for the Registry TLD. If Registry Service Provider or Dominion Registries elects to modify or upgrade the APIs and/or Supported Protocol, Dominion Registries shall provide notice and updated APIs to the Supported Protocol with documentation and updated Software to Registrar promptly as such updates become available.

2.3.2   License.

2.3.2.1 Grant. Subject to the terms and conditions of this Agreement, Dominion Registries hereby grants Registrar and Registrar accepts a non-exclusive, nontransferable, worldwide, limited license to use during the Term and for the purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, solely to provide domain name registration services in the Registry TLD only and for no other purpose. The Licensed Product, including any updates and redesigns thereof (if any), will allow Registrar to register domain names in the Registry TLD on behalf of Registered Name Holders for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by Dominion Registries' Registry Agreement with ICANN concerning the operation of the Registry TLD. Registrar, using the Licensed Product, including any updates and redesigns, will be authorized to invoke the following operations on the Registry System, in each case in accordance with the applicable terms of this Agreement: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the 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, (xii) redeem a domain name, ~~and (xiii~~(xiii) register a domain name contact with corresponding (registrant, admin, tech, billing) information, (xiv) update the contact information, (xv) delete a contact, (xvi) query a contact, and (xvii) establish and end an authenticated session.

2.3.2.2 Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the prior written consent of Dominion Registries, 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 who require access to the Licensed Product for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any purpose

4

whatsoever, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar shall employ all necessary measures to prevent its access to the Registry System granted hereunder from being used to (A) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (B) enable high volume, automated, electronic processes that send queries or data to the systems of Dominion Registries or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

2.3.2.3 <u>Dominion Registries' Name and Logo</u>. Dominion Registries hereby grants to Registrar a limited, non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use Dominion Registries' name and logo, in accordance with any guidelines from Dominion Registries, solely to identify itself as an accredited registrar for <u>the</u> Registry TLD, with any and all such uses of Dominion Registries' name and logo to be subject to Dominion Registries' prior written approval (not to be unreasonably withheld). This license may not be assigned or sublicensed by Registrar to any third party.

2.4 <u>Changes to System</u>. Dominion Registries may from time to time make modifications to the Licensed Product and/or to any other software licensed hereunder that will revise or augment the features of the Registry System. Dominion Registries will <u>use commercially reasonable efforts to</u> provide Registrar with ~~as much advance~~<u>at least ninety (90) days'</u> notice ~~as is reasonably practicable under the circumstances~~ prior to the implementation of any material changes to the ~~Supported Protocols, Licensed Product,~~<u>EPP, APIs, Software</u> or ~~software~~<u>other materials</u> licensed hereunder<u>. In the case of administrative or other non-material changes, Dominion Registries shall provide Registrar with at least forty-eight (48) hours prior notices. In the case of emergency changes, including, without limitation, changes made in direct response to the detection of a material security vulnerability, an imminent material failure, significant degradation of the Registry System or other emergency, notice periods will not apply</u>.

2.5 <u>Engineering and Customer Service Support</u>. Dominion Registries agrees to provide Registrar with reasonable engineering and technical telephone support to address engineering issues arising in connection with Registrar's use of the Registry System, as set forth in <u>Exhibit B</u>. During the Term of this Agreement, Dominion Registries will also provide reasonable telephone, web-based and e-mail customer service support to Registrar for non-technical issues solely relating to the Registry System and its operation. Dominion Registries will provide Registrar with a telephone number and e-mail address for such support during implementation of the Supported Protocol, APIs and Software. The customer service support obligations in this Section 2.5 do not extend to Registered Name Holders, Resellers or prospective customers of Registrar or Reseller; customer service and support to Registered Name Holders, Resellers and prospective customers of Registrar are the exclusive obligation of Registrar.

2.6 <u>Handling of Personal Data</u>. Personal Data submitted to Dominion Registries by Registrar under this Agreement will be collected and used by Dominion Registries in accordance with applicable law and the Dominion Registries Registrant Data Policy, as updated and/or modified by Dominion Registries from time to time, and Dominion Registries

5

may contact Registered Name Holders as permitted by the Registrant Data Policy and applicable law. A link to the current Registrant Data Policy is set forth in Exhibit D to this Agreement.

2.7   Service Level Agreement. Dominion Registries shall use commercially reasonable efforts to meet the performance specifications set forth in Specification 10 to the Registry Agreement ("Registry Performance Specifications"). The remedies set forth in Specification 10 to the Registry Agreement shall be the sole and exclusive remedies available to Registrar for any failure of Dominion Registries to meet the Registry Performance Specifications.

2.8   ICANN Requirements. Dominion Registries' 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 any such ICANN requirements in accordance with the timeline defined by ICANN.

2.9   Unavailable Domain Names. If requested by Registrar, Dominion Registries will provide Registrar with access to an FTP server which will contain the following files which shall be updated on a daily basis: (i) a list of all domain names in the TLD that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered and (ii) a list of all domains subject to pricing that is different from the standard pricing for the TLD (such domains, "Premium Domains") and the pricing information applicable to registrations, renewals, redemptions, and transfers of Premium Domains.

2.92.10   New Registry Services. Dominion Registries shall provide Registrar no less than thirty (30) daysdays' 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 Dominion Registries. Dominion Registries shall provide Registrar no less than ninety (90) daysdays' written notice of any ICANN mandated Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Dominion Registries. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.4 above. The foregoing notice periods set forth above may be amended, and upon such amendment shall be deemed compliant with this Section 2.4 above, if dictated by ICANN.

2.102.11   Compliance Actions. Dominion Registries acknowledges that all ICANN-accredited registrars must enter into a registrar accreditation agreement ("RAA") with ICANN and that 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. In addition, ICANN may require Dominion Registries 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

6

registered names to a registrar designated by ICANN. Registrar shall to take all necessary action as directed by Dominion Registries in relation to compliance actions, directives, or instructions from ICANN, and/or as otherwise directed by Dominion Registries in its sole discretion as being reasonably necessary for the performance of the parties' respective obligations under this Agreement.

2.112.12   Dispute Resolution Mechanisms. Dominion Registries will comply with the following dispute resolution mechanisms as they may be revised from time to time: (i) the Trademark Post- Delegation Dispute Resolution Procedure (PDDRP) and (ii) the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN. Dominion Registries agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement, following a determination by any PDDRP or RRDRP panel and to be bound by any such determination. In addition, Dominion Registries and Registrar agree to implement and follow any decisions rendered under the following policies as in effect from time to time, including any valid modifications thereto: (i) Uniform Domain Name Dispute Resolution Policy ("UDRP") adopted by ICANN; (ii) the Uniform Rapid Suspension system ("URS") adopted by ICANN; (iii) the Sunrise Dispute Resolution Policy ("SDRP") adopted by Dominion Registries; (iv) the Registration Eligibility Dispute Resolution Policy ("REDRP") adopted by Dominion Registries, if applicable; and (v) the Reserved Names Dispute Resolution Policy ("RNDRP") adopted by Dominion Registries.

2.122.13   Abuse Contact. Dominion Registries shall publish on its website the contact details, including an email and mailing address, for its abuse department that will handle all inquiries related to malicious conduct in the Registry TLD.

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

2.142.15   Wildcard Prohibition. For domain names which are either not registered, or for which the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by Dominion Registries is prohibited. When queried for such domain names the authoritative name servers must return a "Name Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which Dominion Registries (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

3.   OBLIGATIONS OF REGISTRAR

3.1   Accredited Registrar. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN, as a registrar for the Registry TLD, under an executed RAA, dated after May 13, 2013 or any amendment to the RAA or any

7

succeeding ICANN RAA to which Registrar is bound and any applicable Consensus Policies, Specifications and/or Temporary Policies, approved by ICANN. In addition, Registrar shall complete the Trademark Clearinghouse integration testing and compliance with any other Trademark Clearinghouse requirements and processes prior to enabling any Registry TLDs.

3.2   Registrar Responsibility for Customer Support. Registrar shall provide customer support for all Registrars' Registered Name Holders in the Registry TLD. In providing customer support, Registrar shall provide "live" support during business hours for (i) orders for registration, cancellation, modification, renewal, deletion, redemptions or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders, and shall provide online support tools on a 24/7 basis for such functions and issues. Registrar shall, consistent with ICANN policy, provide to Registered Name Holders emergency abuse and transfer contacts available "live" on a 24/7 basis for support for critical situations such as, without limitation, domain name theft, hijacking, spamming, phishing, and pharming. In the event that a Registered Name Holder advises Registrar that a Registry TLD domain name has been transferred to another registrant without the Registered Name Holder's authorization, Registrar shall pursue the return on the domain name from the gaining registrar and, if not successful, Registrar shall thereafter at a minimum pursue a Request for Enforcement (First Level Dispute) pursuant to the ICANN Registrar Transfer Dispute Resolution Policy seeking a return of the domain name.

3.3   Registrar's Verification of Availability of Names. Dominion Registries' Registry Agreement with ICANN authorizes Dominion Registries to establish or modify policies concerning reservation or blocking of domain names within the registry at Dominion Registries' discretion. Dominion Registries is also required by its Registry Agreement with ICANN to reserve or block certain domain names from registration or allocation. Registrar shall, prior to accepting registration information from a potential Registered Name Holder for a Registry TLD domain name, communicate with Registry Service Provider to confirm that the name is available for registration and not reserved or otherwise precluded from registration. Registrar acknowledges that a Registry TLD domain name may be erroneously allocated despite the intended reservation of such name by Dominion Registries, and Registrar shall fully cooperate with Dominion Registries in obtaining the retraction and complete and total return to Dominion Registries of any such erroneously allocated domain names at no cost to Dominion Registries.

3.4   Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with each Registered Name Holder. Registrar shall obtain, from each Registered Name Holder, consent to the registration agreement prior to submission of registration information to Dominion Registries, and each such registration agreement with Registered Name Holders shall include, without alteration, all terms and conditions set forth in Dominion Registries' Registration Policy. A link to the Registration Policy is set forth in Exhibit C to this Agreement. Registrar may include in its registration agreements such other terms as Registrar may deem appropriate so long as the terms do not conflict with Dominion Registries' standards, policies, procedures, or practices, ICANN policies, or applicable law.

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3.5   Registrant Eligibility Verification. Registrar shall take all appropriate action to conspicuously notify potential registrants of Dominion Registries' registration eligibility requirements, as set forth in Dominion Registries' Registration Policy, concurrently with the acceptance by Registrar of (i) registration application information from any potential registrant or (ii) a registration-transfer request.

3.5.1   Registrar shall, concurrently with the acceptance of registration application information or a registration-transfer request, (i) collect from all potential registrants the eligibility verification information identified by Dominion Registries from time to time, (ii) deliver such information to Dominion Registries or its designee through an application programming interface (API) connection to Dominion Registries' registrant eligibility verification portal, and (iii) obtain the potential registrant's affirmative acceptance of and agreement to Dominion Registries' registration eligibility requirements. Registrar shall provide to Dominion Registries all information known to Registrar concerning an applicant's ineligibility under Dominion Registries' Registration Policy.

3.5.2   Registrar acknowledges that no domain name shall be allocated to a potential registrant unless and until Dominion Registries or its designee has determined that the potential registrant meets Dominion Registries' registration eligibility requirements.

3.5.3   This Section 3.5 shall not apply if the eligibility requirements for the Registry TLD have been eliminated.

3.53.6 Registrant Compliance. Registrar shall not enable, contribute to or willingly aid any third party in violating Dominion Registries' standards, policies, procedures, or practices, including, without limitation, the eligibility requirements set forth in Dominion Registries' Registration Policy, ICANN policies, or applicable law, and Registrar shall notify Dominion Registries immediately upon becoming aware of any such violation. Registrar must comply with all applicable laws, rules and administrative regulations of all relevant governmental agencies.

3.63.7 Registrar's Reseller Agreement and Indemnification. In its reseller agreement with each Reseller, Registrar shall require such Reseller to indemnify, defend and hold harmless Dominion Registries, as well as any persons or entities assisting Dominion Registries with domain name registration eligibility determinations, and Registry Service Provider, and their respective subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with Registered Name Holders' domain name registrations. The reseller agreement shall state that this indemnification obligation survives the termination or expiration of the agreement.

3.8   Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Dominion Registries and its subcontractors, and

9

the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.73.9 Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar shall provide to Dominion Registries the full and accurate contact data for each Registered Name Holder. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Dominion Registries, consistent with the provisions of the RAA in effect between Registrar and ICANN. Proxy or private domain name registrations are expressly prohibited and, withoutWithout limiting the generality of the foregoing, Registrar shall not accept or facilitate any domain name registrations that do not include complete and accurate contact data for each Registered Name Holder.

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

3.93.11   Resolution of Technical Problems or Breach of Agreement. Registrar shall 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 systems of Dominion Registries in conjunction with Registrar's systems and its obligations under this Agreement. Registrar agrees that in the event

10

of significant degradation of the Registry System or other emergency, or upon Registrar's violation of any operational requirements promulgated by Dominion Registries, or breach of this Agreement, Dominion Registries may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Except in the event of an emergency, Dominion Registries will provide advance notice via email and phone call to Registrar technical contact prior to any temporary suspension or restriction.

3.103.12   Time. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp shown in the Registry System records shall prevail.

3.113.13   Transfer of Sponsorship of Registrations. Registrar shallagrees 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").

3.123.14   Compliance with Terms and Conditions and Operational Compliance. 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, each of the following requirements:

3.12.13.14.1   ICANN standards, policies, procedures, and practices for which Dominion Registries has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

3.12.23.14.2   Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Dominion Registries ("Operational Requirements"), and consistent with ICANN's standards, policies, procedures, and practices and Dominion Registries' Registry Agreement with ICANN. Among Dominion Registries' operational standards, policies, procedures, and practices are those set forth in Exhibit D. Additional or revised Dominion Registries operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days' notice by Dominion Registries to Registrar.

3.12.33.14.3   Any and all applicable national, state or local law, regulation or court order in relation to its operations and registrations of the Registry TLD.

3.12.43.14.4   Refrain from representing to anyone that Registrar enjoys access to any of Dominion Registries' Registry System that is superior to that of any other registrar accredited for the Registry TLD.

3.15   Additional Requirements for Registration Agreement. In addition to the provisions of Section 3.5, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

3.15.1 Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Dominion Registries and its

11

designees and agents in a manner consistent with the purposes specified pursuant to this Agreement, including, without limitation, Sections 2.6 and 3.2;

3.15.2 Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and/or Uniform Rapid Suspension ("URS");

3.15.3 Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.15.4 Agree to be bound by the terms and conditions of the initial launch of the Registry TLD as published by Dominion Registries from time to time, including, without limitation, any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Dominion Registries for the TLD (including, without limitation, the Trademark Clearinghouse), and further to acknowledge that Dominion Registries has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration; and

3.15.5 Acknowledge and agree that Dominion Registries reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Dominion Registries, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this agreement, including, without limitation, the exhibits hereto; (5) for the non-payment of fees by Registrar, including, without limitation, pursuant to the terms of any Credit Facility (as defined in Section 4.5) or (6) to correct mistakes made by Dominion Registries or any Registrar in connection with a domain name registration. Dominion Registries also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.13 3.16   Prohibited Domain Name Registration. 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.

3.14 3.17   Authorization Codes.

3.14.1 3.17.1   Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Dominion Registries 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>). Dominion Registries will notify

Registrar of modifications made by Dominion Registries 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. Documentation of these mechanisms shall be made available to Registrar by Dominion Registries upon Registrar's request.

3.14.23.17.2   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 may 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.

3.153.18   Cooperation. Registrar shall cooperate with Dominion Registries and share data reasonably needed for the performance of the parties' respective obligations 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 Dominion Registries and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute.

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

3.173.20   Domain Name Lookup Capability. Registrar shall employ in its domain name registration business Dominion Registries' domain name lookup capability to allow prospective Registrants to determine if a requested domain name is, at the applicable time, available or unavailable for registration. If required by ICANN, Registrar also agrees, at its expense, to provide an interactive web page and a port 43 WhoisWHOIS service providing free public query-based access to up-to-date data concerning all active Registered Names sponsored by Registrar for the Registry TLD. The data accessible shall consist of elements that are designated from time to time according to the RAA, an ICANN adopted Consensus Policy, and/or ICANN Specification and/or Temporary Policy.

3.183.21   Compliance with Marketing Guidelines. Registrar shall comply with Dominion Registries' marketing and branding guidelines for the Registry TLD, as may be established by Dominion Registries and communicated to Registrar from time to time, including but not limited to conformance with any applicable style guidelines promulgated by Dominion Registries.

3.193.22   Registrar's Resellers. Registrar may choose to allow Resellers to facilitate the registration of domain names in the Registry TLD. Registrar agrees to expressly and contractually bind all Resellers to all obligations of Registrar under this Agreement (and to make Dominion Registries a third party beneficiary of those agreements); provided, however,

13

and notwithstanding anything herein to the contrary, Registrar will in any event remain fully responsible for the compliance of all obligations under this Agreement.

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

3.213.24   Rights Protection Mechanisms. Registrar shall comply with the Trademark Clearinghouse Rights Protection Mechanism Requirements or any successor document related to the same as approved and published by ICANN, including, without limitation the requirement to display a Claims Notice to potential registrants as set forth in the Trademark Clearinghouse Rights Protection Mechanism Requirements. Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed, and 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).

3.223.25   Registration Term. Upon request for a domain name registration, Registrar shall immediately register with Dominion Registries the full length of the registration term of each Registered Name. Neither Registrar, nor any affiliated company, nor any Reseller shall accept a multi-year registration or renewal of a Registered Name but then fail to register the Registered Name for the full term for which the Registered Name Holder has paid. Registration terms will be for a fixed period.

3.26   URS.

3.26.1 WHOIS Compliance. Upon receipt of a URS determination in favor of the complainant, Registrar shall continue to display all of the information of the original Registrant except for the nameservers. In addition, Registrar shall cause the WHOIS to reflect that the domain name will not be able to be transferred, deleted or modified for the life of the registration.

3.26.2 Registration Extension. Registrar shall offer the successful URS complainant the option to extend the registration period for one additional year at commercial rates.

3.26.3 Other Remedies. Registrar shall not pursue other remedies in the event of a determination in favor of the complainant.

4.   FEES

4.1   Amount of Dominion Registries Fees. Registrar agrees to pay Dominion Registries the non-refundable fees set forth in Exhibit E for initial and renewal Registered Name registrations and other services provided by Dominion Registries to Registrar (collectively, "Registration Fees"). Dominion Registries reserves the right to increaserevise the Registration Fees prospectively, at any time during the Term of this Agreement, upon three (3) months' prior noticeand shall provide notices to Registrar in compliance with Section 2.10 (Pricing for Registry Services) in the Registry Agreement, and with Section 4.1.1 below, prior to any changes

14

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in fees for initial registrations, renewal registrations, or fees for registrations associated with transfers of sponsorship

        4.1.1   Revision of Registration Fees. Notwithstanding the provisions of Section 4.1 above, the following additional notice requirements shall apply:

        4.1.1.1 Initial Registrations. With respect to changes in fees for initial domain name registrations for which Dominion Registries is required to provide thirty (30) days' prior notice to Registrar per the terms of the Registry Agreement, in the event that Dominion Registries desires to effect such fee changes more than two (2) times in any calendar year, Dominion Registries shall provide 180 days' notice of any such additional change;

        4.1.1.2 Fees for Other Services. With respect to services provided to Registrar hereunder other than initial registrations, renewal registrations or transfers of sponsorship ("Other Services"), Dominion Registries shall provide 180 days' prior notice of any change in fees.

        4.1.14.1.2   Registrar agrees that Dominion Registries, in its sole discretion, may retain a portion or the entirety of any Registration Fees for domain name registration applications even in the event that such applications do not satisfy Dominion Registries' registration requirements.

        4.1.24.1.3   In addition, Registrar agrees to pay Dominion Registries the applicable variable fees assessed to Dominion Registries by ICANN, as permitted by Section 6.3 of the Registry Agreement, by no later thirty (30) days after the date of an invoice from Dominion Registries for such fees.

        4.2   Payment of Dominion Registries Fees. In advance of incurring any Registration Fees, Registrar shall establish a Deposit Account, Credit Facility, or Payment Security acceptable to Dominion Registries, which acceptance will not be unreasonably withheld so long as payment is assured. In the case of a Deposit Account, all Registration Fees are due immediately upon receipt and, in the case of a Credit Facility or Payment Security, Registration Fees will be billed in arrears, for initial and renewal Registered Name registrations, or upon provision of other services provided by Dominion Registries to Registrar. Payment shall be made via debit or draw down of the Deposit Account, Credit Facility or Payment Security approved by Dominion Registries. Dominion Registries shall provide monthly invoices to the Registrar.

        4.3   Fees Due / Non-Payment of Fees. In the case of a Deposit Account, all Registration Fees are due immediately upon receipt of Dominion Registries' monthly invoices and, in the case of a Credit Facility or Payment Security, all Registration Fees will be due and payable in arrears, as invoiced. In order to satisfy any outstanding account balances, Dominion Registries may draw upon the Registrar's Credit Facility or Payment Security. If this occurs, Registrar shall replenish the Credit Facility or Payment Security to (at least) the pre-draw level immediately upon completion of draw. If Registrar's Credit Facility or Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Credit Facility or Payment Security, as applicable, is replenished in

accordance with the foregoing. Dominion Registries' performance under this Agreement is subject to, and conditioned in all respects upon, the timely payment by Registrar of all fees owing to Dominion Registries under this Section 4. In the event Registrar has insufficient funds deposited with Dominion Registries, and Registrar fails to pay its fees within thirty (30) days of receipt of a past due notice, Dominion Registries 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 (iii) pursue any other remedy under this Agreement or otherwise at law or in equity.

        4.4   <u>Taxes</u>. 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 Dominion Registries) that 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 solely by Registrar and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to Dominion Registries 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, Dominion Registries 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.

        4.5   <u>Credit Facility or Payment Security</u>. The terms of the Credit Facility or Payment Security shall be determined by Dominion Registries, in its sole discretion, in a separate policy provided to Registrar and may be amended from time to time with no less than thirty (30) ~~days~~days' written notice to Registrar.

        4.6   <u>Change in Registrar Sponsoring Domain Name</u>. Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy: (a) For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar agrees to pay Dominion Registries the renewal registration fee associated with a one-year extension, as set in <u>Exhibit E</u>, and the Registration Fees for the registrar transferring such registration will not be refunded as a result of any such transfer; and (b) For a bulk transfer, Registrar agrees to pay Dominion Registries US $0 (for transfers of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names). Fees under this Section shall be due immediately upon receipt of Registry's invoice pursuant to the Credit Facility or Payment Security.

        4.7   <u>Charges for ICANN Fees</u>. Registrar agrees to pay to Dominion Registries, within thirty (30) days of the date when due, any variable registry-level fees payable by Dominion Registries to ICANN, which fees may be secured by the Payment Security, if applicable, and which fees shall be calculated pursuant to Section 6.3 of Dominion Registries' Registry Agreement with ICANN or such other Variable Registry-Level Fee provision adopted by ICANN. Dominion Registries shall not be required to provide Registrar with any advance notice of any increase in variable registry-level fees payable by Registrar hereunder.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

5.1.1   The Receiving Party shall treat as strictly confidential, and use reasonable best efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including where Registrar is the Receiving Party by implementing reasonable physical security measures and operating procedures designated by Dominion Registries and/or the Registry Service Provider from time to time.

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

5.1.3   The Receiving Party shall not disclose to any third party any Confidential Information of the Disclosing Party; <u>provided</u>, however, that if the Receiving Party is a corporation, limited liability company, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information in connection with the performance by the Receiving Party of its obligations hereunder, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

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

5.1.5   The Receiving Party shall not prepare any derivative works based on the Confidential Information of the Disclosing Party.

5.1.6   Notwithstanding the foregoing, this ~~Subsection 5.1~~Section 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed with the Disclosing Party's prior written approval; or (ii) has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; or (v) is made generally available by the Disclosing Party without restriction on disclosure.

5.1.7   In the event the Receiving Party is required by law, regulation or court order or process to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense, and Receiving Party shall 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 Disclosing Party's Confidential Information that is legally required.

5.1.8   The Receiving Party's duties under this ~~Subsection 5.1~~Section 5.1 shall expire five (5) years after the applicable Confidential Information is received, unless otherwise mutually agreed by the parties.

5.2   Intellectual Property.

5.2.1   Each party does and will continue to independently own its respective intellectual property, including all patents, patent applications, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and any and all other forms of intellectual property. In addition, Dominion Registries, Registry Service Provider and/or their suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, Registrar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

5.2.2   Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, trade name, service mark, know-how, trade secret, or any other intellectual proprietary rights are granted by one Party to the other Party under this Agreement, including in the case of any disclosure by the Disclosing Party 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 derivatives, whether or not patentable or copyrightable, used or developed by Dominion Registries and/or Registry Service Provider to provide the Registry Services shall be and remain the sole and exclusive property of Dominion Registries and Registry Service Provider, as applicable, which shall have and retain all intellectual property rights therein.

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

5.2.5   Neither Party shall use the trade names, trademarks, service marks, or the proprietary marks of the other Party in any advertising, sales presentation, news releases, advertising, or other promotion or marketing materials without such other Party's prior written consent, which shall not be unreasonably withheld; provided, however, that Dominion Registries shall have the right without prior approval to identify Registrar as a customer of Dominion Registries' services related to the Registry TLD.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1 Indemnification.

6.1.1 Indemnification by Registrar. Registrar shall, at its own expense, indemnify, defend and hold harmless Dominion Registries, as well as any persons or entities assisting Dominion Registries with domain name registration eligibility determinations, and Registry Service Provider and their respective employees, directors, officers, representatives, agents, parent companies and/or affiliates (each, an "Indemnified Party") from any claim, suit, action or proceeding, and all costs, losses, damages, judgments, and expenses (including, without limitation, reasonable attorneys' fees) awarded against or otherwise suffered or incurred by any Indemnified Party in connection with any such claim, suit, action or proceeding, that is related to, arises out of or results from: (i) any product or services of Registrar; (ii) any agreement of Registrar, including Registrar's dispute policy, with any Registered Name Holder; (iii) Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; (iv) any material breach by Registrar of this Agreement; (v) any action or inaction by Registrar that causes or results in a breach by Dominion Registries of any of its obligations or responsibilities to Registry Service Provider; or (vi) any ~~negligence~~action or ~~misconduct~~omission by Registrar in ~~connection with the performance of~~performing its obligations ~~hereunder~~under this Agreement; provided that in any such case: (a) Dominion Registries provides Registrar with prompt notice of any such claim, provided that Registrar's obligations shall not be affected by any delay or failure in providing such notice unless and then only to the extent Registrar demonstrates that the defense or settlement of the claim was materially prejudiced by the delay in notice~~)~~, and (b) upon Registrar's written request, Dominion Registries will provide to Registrar assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Dominion Registries and/or Registry Service Provider for their actual and reasonable attorneys' fees and costs incurred by Dominion Registries and/or Registry Service Provider in connection with or arising from any such assistance provided with respect to any such claim, suit, action or proceeding. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without the prior written consent of each applicable Indemnified Party, which consent shall not be unreasonably withheld. The obligations under this Section 6.1 shall survive any termination of this agreement. It is expressly understood that Registry Service Provider is an intended third-party beneficiary of this Agreement for purposes of enforcing the foregoing indemnification obligations of Registrar.

~~6.1.1~~6.1.2 Indemnification by Dominion Registries. Dominion Registries shall, at its own expense, indemnify Registrar and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, from any claim, suit, action, or other proceeding brought by a third party against any such party(ies) based on or arising from any claim or alleged claim relating to Dominion Registries' material breach of its obligations under this Agreement. Registrar shall provide Dominion Registries with notice of any such claim as soon as reasonably practicable after becoming aware of same, and upon Dominion Registries' written request, Registrar will provide to Dominion Registries all available information and assistance reasonably necessary for Dominion Registries, in its discretion, to assume the defense of such claim. Dominion Registries will not enter into any settlement or

compromise of any such indemnifiable claim without the prior written consent of Registrar, which consent shall not be unreasonably withheld.

6.2   Limitation of Liability. IN NO EVENT WILL DOMINION REGISTRIES BE LIABLE TO REGISTRAR 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 DOMINION REGISTRIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF DOMINION REGISTRIES AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO DOMINION REGISTRIES UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) $100,000 USD.

6.26.3 Reservation of Rights. Dominion Registries reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Dominion Registries, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; (5) for the non-payment of fees by Registrar, including, without limitation, per the terms of the Credit Facility or (6) to correct mistakes made by Dominion Registries or any Registrar in connection with a domain name registration. Dominion Registries also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

7.   DISPUTES

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 shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia 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 Commonwealth of Virginia 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 exclusively in a court located in the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the exclusive jurisdiction and venue of each court of competent jurisdiction within the Commonwealth of Virginia in connection with any such legal proceeding.

7.2   Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY,

WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS ~~PARAGRAPH~~SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

8.   TERM AND TERMINATION

8.1   Term of the Agreement; Revisions.

8.1.1   The duties and obligations of the Parties under this Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance with the terms hereof, continue through and including the last day of the calendar month thirty-six (36) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, this Agreement will automatically renew for successive three (3) year renewal periods (each, a "Renewal Term"), unless (a) Dominion Registries or Registrar notifies the other party in writing of its intent not to renew this Agreement at least ninety (90) days prior to the end of the Initial Term or Renewal Term then in effect (the Initial Term and all Renewal Terms are, collectively, the "Term"), in which case this Agreement shall terminate at the end of the applicable Initial/Renewal Term then in effect; or (b) Dominion Registries ceases at any time during the Term to operate the registry for the Registry TLD, in which case this Agreement shall terminate contemporaneously therewith.

8.1.2   In the event that Dominion Registries' unilaterally determines to amend this Agreement, Dominion Registries shall notify Registrar and Registrar will either (a) execute a written instrument memorializing such amendment, or (b) at its option exercised within thirty (30) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Dominion Registries. In the event that Dominion Registries does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period, Registrar shall be deemed to have terminated this Agreement effective immediately upon termination of such 30-day period.

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, without limitation, its support obligations under Section 3.2, or 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 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 (a) Dominion Registries' Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and (b) this Agreement is not assigned under ~~Subsection 9.1.1.~~Section 9.1.1. In addition, the Agreement shall terminate in the event ICANN designates another entity to operate the registry for all of the Registry TLD.

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.

8.2.5   Termination by Dominion Registries. Dominion Registries may terminate this Agreement at any time for any reason or no reason, without payment of penalty or fee, upon sixty (60) calendar ~~days~~days' written notice to Registrar.

8.2.6   Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Dominion Registries thirty (30) days' written notice of termination to Dominion Registries.

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

8.3.1   Dominion Registries will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar with respect to the Registry TLD prior to the effective date of such expiration or termination, provided that Registrar's payments to Dominion Registries for Fees are current and timely.

8.3.2   Dominion Registries shall have the first right, but not the obligation, to transfer the sponsorship of Registered Name registrations to any affiliate of Dominion Enterprises that is then accredited by ICANN as a registrar. If Dominion Registries does not exercise the aforementioned transfer right, Registrar shall transfer its sponsorship of Registered Name registrations to another ICANN-accredited registrar of the Registry TLD, in compliance with the RAA and any policies and/or procedures established, mandated and/or approved by ICANN.

8.3.3   Registrar, as designated by Dominion Registries, shall either return to Dominion Registries or certify to Dominion Registries the destruction of all Confidential Information in its possession or has received under this Agreement. In the event of termination, Dominion Registries reserves the right to immediately contact any and all Registered Name

22

Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

8.3.4   In the event of termination in accordance with the provisions of Sections 8.1 or 8.2, or upon the exercise of its rights under Section 6.3, Dominion Registries reserves the right to immediately contact any and all Registered Name Holders to facilitate the transition of Registered Name Holders to other ICANN-accredited registrars.

8.3.48.3.5   All fees owing to Dominion Registries shall become immediately due and payable.

8.4   Survival. In the event of termination of this Agreement, the following shall survive: (i) Section 1 and Subsections 2.3.2.2Sections 1, 3.4,3.55, 3.86, 7, 3.12, 5.1, 5.2, 6.1, 6.2, 7.1, 7.2, 8.3, 8.4, 9.2, 9.3.3, 9.5, 9.9, 9.10, 9.11,8 and 9 and 9.12Sections 2.6, 3.15, 4.3 and 4.5; (ii) the Registered Name Holder's indemnification obligations under Section 3; (iii) Registrar's obligations in connection with any Confidential Information of Dominion Registries received by Registrar hereunder; and (iv) Registrar's payment obligations as set forth in Section 4 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from the termination of this Agreement in accordance with its terms, but the termination or expiration of this Agreement shall not limit or prohibit either Party from pursuing any remedies available to it at the time of or in connection with any such termination or expiration.

9.   MISCELLANEOUS

9.1   Assignments.

9.1.1   Assignment to Successor to Dominion Registries. In the event Dominion Registries' Registry Agreement for the Registry TLD is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Dominion Registries and ICANN into a subsequent registry agreement, Dominion Registries' rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon sixty (60) days days' notice to Registrar of the termination or expiration, provided that the subsequent registry operator assumes the duties of Dominion Registries under this Agreement.

9.1.2   Assignment in Connection with Assignment of Agreement with ICANN. In the event that Dominion Registries' Registry Agreement with ICANN for the Registry TLD is validly assigned, Dominion Registries' rights under this Agreement shall be automatically assigned to (and be deemed transferred for the benefit of) the assignee of the Registry Agreement, provided that the assignee assumes the duties of Dominion Registries 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 and obligations of Registrar under this Agreement.

9.1.3   Other Assignments. Except as otherwise expressly provided herein, Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of Dominion Registries. In addition to its other assignment rights hereunder, Dominion Registries may assign and/or delegate its rights or obligations under this Agreement to an affiliate without the consent of Registrar. Subject to the foregoing, the provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors to and permitted assigns of the Parties.

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

If to Registrar:

_____
_____
_____
_____
_____

If to Dominion Registries:

DERHomes, LLC
150 Granby Street
Norfolk VA 23510
Attn: Jim Schrand

9.3   Representations and Warranties.

9.3.1   Registrar. Registrar represents and warrants that: (i) it is a corporationan entity duly incorporated, formed or organized, validly existing and in good standing under the law of its jurisdiction of incorporation, 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 an RAA dated after May, 2013; (iv) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and (v) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

9.3.2   Dominion Registries. Dominion Registries represents and warrants that: (i) it is a limited liability company duly formed and validly existing under the laws of the Commonwealth of Virginia; (ii) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the execution, performance and delivery

24

of this Agreement has been duly authorized by Dominion Registries; and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Dominion Registries in order for it to enter into and perform its obligations under this Agreement.

9.3.3   Disclaimer of Warranties. THE EPP, APIs, REGISTRY TOOLKIT, REGISTRY SYSTEM AND, ANY COMPONENT THEREOF AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY DOMINION REGISTRIES HEREUNDER ARE PROVIDED BY DOMINION REGISTRIES "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (i) DOMINION REGISTRIES 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; AND (ii) DOMINION REGISTRIES DOES NOT WARRANT (x) THAT THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR, ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR (y) THAT THE OPERATION OF EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY DOMINION REGISTRIES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE, OR (z) THAT DEFECTS IN THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR, ANY COMPONENT THEREOF OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY DOMINION REGISTRIES HEREUNDER WILL BE CORRECTED. FURTHERMORE, DOMINION REGISTRIES DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR, ANY COMPONENT THEREOF, ANY OTHER PRODUCTS OR SERVICES PROVIDED BY DOMINION REGISTRIES HEREUNDER, OR ANY RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR, ANY COMPONENT THEREOF OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY DOMINION REGISTRIES HEREUNDER PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, AND REPAIR OR CORRECTION, OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE THAT MAY BE REQUIRED IN CONNECTION THEREWITH OR AS A RESULT THEREOF.

9.4   Insurance. During the Term of this Agreement, including 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 Dominion Registries upon Dominion Registries' request.

9.5   Third-Party Beneficiaries. The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Except as otherwise expressly provided herein (including, but not necessarily limited to, Registrar's indemnity obligations under Subsection 6.1 above),Section 6.1 above), this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including the Registry Service

25

Provider, any Reseller and/or any Registered Name Holder, with respect to any remedy, claim, and/or cause of action or privilege. In addition, Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

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

9.7   Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event"), including, but not limited to, any Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), earthquake, fire, lightning, explosion, flood, subsidence, weather of exceptional severity or other natural disasters, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible; provided, however, that a Force Majeure Event shall not under any circumstances excuse any delay or failure in the payment of any monies owed by one party to another under this Agreement. 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 two (2) 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 will be subject to such terms and conditions as may be established by Dominion Registries through an appendix to this Agreement or such other agreement executed by Registrar and Dominion Registries.

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.

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9.10   <u>Construction</u>. 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.

9.11   <u>Further Assurances</u>. 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.

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

9.13   <u>Counterparts</u>. 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.

[Remainder of page intentionally left blank – signature page(s) follow]

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

DERHomes, LLC

By:_____   By:_____

Name: Gaurav Vedi   Name:_____

Title: Director, Registry Operations   Title:_____

EXHIBIT A

~~Registry~~Registrar Tool Kit

http://info.info/registrars/registrar-toolkit

EXHIBIT B

Engineering and Customer Service Support

Afilias provides 24-hour technical support.

Toll Free: +1 866.368.4636
Tel: +1 416.646.3306
Fax: +1 416.646.1541
Email: techsupport@afilias-srs.net

EXHIBIT C

Registrar's Registration Agreement

Dominion Registries' Registration Policy is available and will be maintained at the following location: http://domains.homes/Policies. The Registration Policy is incorporated herein by reference, and Registrar agrees that it has reviewed the Registration Policy and agrees to be bound by the Registration Policy.

EXHIBIT D

Dominion Registries' Operational Standards, Policies, Procedures and Practices

Dominion Registries' Operational Standards, Policies, Procedures and Practices (including but not limited to its Registrant Data Policy) are available and will be maintained at the following location: http://domains.homes/Policies. The Operational Standards, Policies, Procedures and Practices are incorporated herein by reference, and Registrar agrees that it has reviewed the Operational Standards, Policies, Procedures and Practices and agrees to be bound by such agreements.

EXHIBIT E

Registration Fees

Standard Name Fees

Phase	Initial Fee / year	Renewal Fee / year
Sunrise	$100	$100
Limited Registration Period	$100	$100
General Availability	$100	$100

Domain Restore Fee: $40 each for 1-50 domains; $20 each for more than 50 domains submitted together.

Transfer Dispute Fees

Fee charged to prevailing party when registry operator issues decision	$10
Fee charged upon withdrawal of request for enforcement	$10
Fee charged when responding registrar concedes to RFE	$10
Fee charged on reinstatement of sponsorship	$10

Premium Name Fees

Fees for Premium Names will be available from Registry Service Provider using standard name availability query processes.

Grace Periods

Add Grace Period	5 days
Renew Grace Period	5 days
Redemption Grace Period	30 days
Redemption Hold Period	5 days
Transfer Grace Period	5 days
Auto-Renew Grace Period	45 days

1. Domain-Name Initial Registration Fee.
   Dominion Registries will charge a fee per annual increment of an initial registration of a Registered Name (the "Initial Registration Fee"). The current Initial Registration Fee as of the Effective Date is US $100.00. Effective January 14, 2019, 16:00 UTC, the Initial Registration Fee will be US $25.00.

2. Verification Fee.
   In the event that a registrant does not meet eligibility requirements, if applicable, the Initial Registration Fee will be refunded less US $25.00.

3. Domain-Name Renewal Fee.
   Dominion Registries will charge a fee per annual increment of a renewal of a registration of a Registered Name (the "Renewal Fee"). The current Renewal Fee as of the Effective Date is US $100.00. Effective January 14, 2019, 16:00 UTC, the Renewal Fee will be US $25.00.

4. Domain-Name Premium Renewal Fee.
   US $100.00. Effective January 14, 2019, 16:00 UTC, the Renewal Fee for Premium Domains will be US $25.00.

5. Fees for Transfers of Sponsorship of Domain-Name Registrations.
   Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, Dominion Registries will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Dominion Registries will charge a Renewal Fee for the requested extension as provided in Section 2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration.

6. Bulk Transfers.
   For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay Dominion Registries US $0 (for transfer of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names). The bulk transfer fee shall be paid in full at the time of the transfer by the ICANN Accredited Registrar receiving sponsorship of the domain names regardless of any letter of credit, Credit Facility or Payment Security that may be in place.

7. Restore Fee. Registrar shall pay Dominion Registries a fee (the "Restore Fee") per Registered Name restored during the Redemption Grace Period; provided that Dominion Registries reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances. The current Restore Fee as of the Effective Date is US $40.00 per Registered Name Restored.

   Dominion Registries reserves the right to increase the Fees set forth above prospectively upon such notice as specified per Section 4.1 of this Agreement. A schedule of current Fees is

available at Dominion Registries On-line Registrar Management System, https://apply.afilias.info, or such other site as may be noticed to registrar from time to time.

RRA DATA PROCESSING ADDENDUM

This RRA DATA PROCESSING ADDENDUM (the "Data Processing Addendum") is made by and between the undersigned registry (the "Registry") and registrar (the "Registrar") (each a "Party" and together the "Parties"), and is effective as of May 25, 2018, and supplements the terms and conditions of the Registry-Registrar Agreement (the "RRA") executed between the Parties.

To the extent of any conflict between the RRA, as amended (including any of its attachments), and this Data Processing Addendum, the terms of this Data Processing Addendum will take precedence. Capitalized terms not defined below will have the meaning provided to them in the RRA.

1. INTRODUCTION

This Data Processing Addendum establishes the Parties' respective responsibilities for the Processing of Shared Personal Data under the RRA. It is intended to ensure that Shared Personal Data is Processed in a manner that is secure and in accordance with Applicable Laws and its defined Purpose(s). Though this Data Processing Addendum is executed by and between the Registry and Registrar as an addendum to the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

2. DEFINITIONS

    a.   <u>Applicable Agreements</u>. Collectively means this Data Processing Addendum, the Registrar Accreditation Agreement ("RAA"), the Registry Agreement ("RA"), and the RRA, as those documents are applicable and binding on any individual Party.

    b.   <u>Applicable Laws</u>. The General Data Protection Regulation (2016/679) ("GDPR"), the Electronic Communications Data Protection Directive (*2002/58/EC*), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.

    c.   <u>Disclosing Party</u>. Means the Party that transfers Shared Personal Data to the Receiving Party.

    d.   <u>Data Protection Authority</u>. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Data Processing Addendum is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Addendum.

1

e. Data Security Breach. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 6 below.

f. Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.

g. Personal Data. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual's physical, physiological, genetic, mental, economic, cultural or social identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.

h. Processing. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.

i. Purpose(s). Has the meaning provided in Section 3 below.

j. Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.

k. Registration Data. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.

l. Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.

m. Temporary Specification. Means the "Temporary Specification for gTLD Registration Data" Adopted on 17 May 2018 by the ICANN Board of Directors, as may be amended or supplemented from time to time.

3. **PURPOSE, SUBJECT MATTER, AND ROLES**

a. Purpose(s). Processing of Shared Personal Data under this Data Processing Addendum by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining domain names, as required of Registries and Registrars under the Applicable Agreements with ICANN, including to the extent those purposes serve to ensure the stability and security of the Domain Name System and to support the lawful, proper and legitimate use of the services offered by the Parties. Only Shared Personal Data is subject to the terms of this Data Processing Addendum.

2

b.   Subject Matter. This Data Processing Addendum sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Data Processing Addendum is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.

c.   Roles and Responsibilities. The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Data Processing Addendum:

   i.   The details of Processing are established and set forth in Annex 1;

   ii.   Each Party and ICANN may act as either a Controller or Processor of Shared Personal Data as specified in Appendix C to the Temporary Specification; and

   iii.   Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of the Registry and the Registrar are applicable.

   iv.   To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.

4.   FAIR AND LAWFUL PROCESSING

a.   Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws.

b.   Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:

   i.   The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;

   ii.   Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;

3

iii. Processing is necessary for compliance with a legal obligation to which the Controller is subject;

iv. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or

v. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

5. PROCESSING SHARED PERSONAL DATA

a. All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Data Processing Addendum. The Parties shall fully cooperate with each other to the extent necessary to effectuate corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.

b. A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area ("EEA") (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Data Processing Addendum and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU 'Standard Contractual Clauses'. Where Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they may be found and downloaded, to be incorporated herein as part of this Data Processing Addendum upon execution, at https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087 (or such link location as may be updated from time to time).

c. A Party must immediately notify the other Party and ICANN if, in its opinion, ICANN's instructions or requirements under Applicable Agreements infringes any Applicable Laws.

d. All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.

e. Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated in Section 5 of this Data Processing Addendum, but generally must include:

4

i. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;

ii. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;

iii. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;

iv. The ability to restore the availability and access to Shared Personal Data in a timely manner;

v. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and

vi. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.

f. To the extent that the Receiving Party contracts with any subcontractor, vendor or other third-party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Data Processing Addendum.

g. The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Data Processing Addendum is and will remain fully liable for any such third party's acts where such party fails to fulfill its obligations under this Data Processing Addendum (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Data Processing Addendum) or under Applicable Laws.

h. Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Data Processing Addendum, to the extent the cause of the breaching Party's negligent, willful or intentional acts or omissions.

i. The Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data.

j. The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must

5

provide in accordance with Applicable Laws, to ensure that the Data Subjects understand how their Personal Data will be Processed.

k. The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

l. A Party shall, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data, they will, where necessary, notify the other Parties, to enable the timely rectification of such data.

6. SECURITY

a. The Disclosing Party shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Receiving Party by employing appropriate safeguards and technical information security controls.

b. All Parties agree to implement appropriate technical and organizational measures to protect the Shared Personal Data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:

i. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;

ii. Not leaving portable equipment containing the Shared Personal Data unattended;

iii. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;

iv. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;

v. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;

vi. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Shared Personal Data, and ensuring that password security mechanisms are in place to prevent inappropriate access when individuals are no longer engaged by the Party;

vii. Conducting regular threat assessment or penetration testing on systems as deemed necessary, considering the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with due regard to the nature of the data held, the cost of implementation, and the state of the art;

6

viii. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and

ix. Allowing for inspections and assessments to be undertaken by the Controller as to the security measures taken, or producing evidence of those measures, if requested.

7. SECURITY BREACH NOTIFICATION

a. <u>Notification Timing</u>. Should a Party become aware of any Data Security Breach by a sub-processor in relation to Shared Personal Data, and where such a Breach is of a material impact to this Data Processing Addendum, or is likely to have a material impact on the Parties, the relevant Party should immediately notify the Parties, and the relevant Party shall provide immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.

b. <u>Notification Format and Content</u>. Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:

i. A description of the nature of the incident and likely consequences of the incident;

ii. Expected resolution time (if known);

iii. A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;

iv. The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and

v. The name and phone number of a representative the Party may contact to obtain incident updates.

c. <u>Security Resources.</u> The Parties' may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the

purpose of meeting its obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.

d. <u>Failed Security Incidents</u>. A failed security incident will not be subject to the terms of this Data Processing Addendum. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

e. <u>Additional Notification Requirements</u>. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:

i. A complaint or objection to Processing or request with respect to the exercise of a Data Subject's rights under Applicable Laws; and

ii. An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agency, or indications that such investigation or seizure is contemplated.

8. DATA SUBJECT RIGHTS

a. Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being Processed under this Data Processing Addendum, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.

b. Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request ("<u>Subject Access Request</u>"). The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

c. The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party, but any final decisions made by the Controller will govern.

d. The Parties agree to provide reasonable and prompt assistance (within five (5) business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

8

9. DATA RETENTION AND DELETION

Notwithstanding any requirements under the Applicable Agreements to the contrary, the Parties will retain Shared Personal Data only as necessary to carry out the Purposes or otherwise in accordance with the Temporary Specification and as permitted under Applicable Laws, and thereafter must delete or return all Shared Personal Data accordingly.

10. TRANSFERS

a. For the purposes of this Data Processing Addendum, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:

    i. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;

    ii. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;

    iii. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;

    iv. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and

    v. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.

b. No Party shall disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

11. RESOLUTION OF DISPUTES

a. In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b. The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c.   In respect of Data Security Breaches or any breach of this Data Processing Addendum, each Party shall abide by a decision of a competent court of the complaining Party's country of establishment or of any binding decision of the relevant Data Protection Authority.

12.   IMPACT OF CHANGES; NEW GUIDANCE

In the event the ICANN Board adopts changes to the Temporary Specification (a "Triggering Event"), then Registry may notify Registrar of the changes, and upon ICANN publication of the updated Temporary Specification to its website, the changes will also be adopted and incorporated automatically herein to this Data Processing Addendum.

Registrar will be given thirty (30) days to accept or reject the proposed changes; rejection may result in termination of the RRA. If Registrar does not respond within thirty (30) days following notice, it is deemed to have accepted the changes to the Data Processing Addendum, as applicable.

In the event Applicable Laws change in a way that the Data Processing Addendum is no longer adequate for the purpose of governing lawful processing of Shared Personal Data and there was no Triggering Event, the Parties agree that they will negotiate in good faith to review and update this Data Processing Addendum in light of the new laws.

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ANNEX 1

Details of the Processing

1. **Nature and Purpose of Processing**. The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to this Data Processing Addendum, including as further instructed by Data Subjects.

2. **Duration of Processing**. The Parties will Process Shared Personal Data during the Term of the underlying RRA to which this Data Processing Addendum is applicable, but will abide by the terms of this Data Processing Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.

3. **Type of Personal Data**. Data Subjects may provide the following Shared Personal Data in connection with the purchase of a domain name from a Registrar:

    Registrant Name: Example Registrant
    Street: 1234 Admiralty Way
    City: Marina del Rey
    State/Province: CA
    Postal Code: 90292
    Country: US
    Phone Number: +1.3105551212
    Fax Number: +1.3105551213
    Email: registrant@example.tld
    Admin Contact: Jane Registrant
    Phone Number: +1.3105551214
    Fax Number: +1.3105551213
    Email: janeregistrar@example-registrant.tld
    Technical Contact: John Geek
    Phone Number: +1.3105551215
    Fax Number: +1.3105551216
    Email: johngeek@example-registrant.tld

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