

# REGISTRY-REGISTRAR AGREEMENT

This Registry-Registrar Agreement (the "Agreement"), is made and entered into by and between XYZ.COM LLC, a limited liability company incorporated in the State of Nevada USA with its principal place of business at 2121 E Tropicana Ave, Suite 2, Las Vegas NV 89119, USA and its email for legal notices: Mr. Daniel Negari: [d@xyz.xyz](mailto:d@xyz.xyz) with a copy to: Grant Carpenter: [gc@xyz.xyz](mailto:gc@xyz.xyz) ("RO" or "Registry Operator") and \_\_\_\_\_, an Accredited CentralNic Registrar, with its principal place of business located at \_\_\_\_\_ ("Registrar").

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

WHEREAS, RO has entered one or more Registry Agreements with the Internet Corporation for Assigned Names and Numbers (ICANN), or has acquired the rights to operate a TLD Registry;

WHEREAS RO offers or may offer registrations in the following TLDs: *.Baby*;

WHEREAS TLDs will be delegated into the root by IANA on such dates or have been delegated into the root;

WHEREAS, multiple registrars will provide Internet domain name registration services for one or more of the TLDs; and

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

WHEREAS, Registrar wishes to act as a registrar for domain names offered by RO.

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

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

- i. The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.
- ii. "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.
- iii. "CentralNic Console" refers to the Registrar interface at <https://registrar-console.centralnic.com/dashboard/login> or such other location as amended from time to time.
- iv. "CentralNic" refers to CentralNic Ltd of 35-39 Moorgate London, EC2R 6AR a Registry Service Provider for the RO, or its assigns.
- v. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 30 days of the disclosure that it is confidential.

- vi. "DNS" means the Internet domain name system.
- vii. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.
- viii. "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- ix. "IANA" Internet Assigned Numbers Authority is the authority responsible for the global coordination of the DNS Root, IP addressing, and other Internet protocol resources, or its assigns.
- x. "Registry Agreement" means the Registry Agreement between RO and ICANN for the operation of the Registry TLD or TLDs, as amended from time to time, or as renewed.
- xi. "Registry" or "RO" means a Registry Portfolio Operator serving as RO for a number of TLD's, its successors and assignees.
- xii. "TLD" or "TLDs" shall refer to the generic top-level domain or all domains as delegated by ICANN to RO by Agreement for these strings: *.Baby*.
- xiii. The "Effective Date" is the date upon which the condition precedents have been meet in paragraphs 2.1 and 2.2 below.
- xiv. "Registered Name" means a domain name within the TLD.
- xv. "Registrant" means the holder of a Registered Name.
- xvi. "Registration Agreement" is the agreement between the Registrant and the Registrar.
- xvii. The word "Registrar," when appearing with an initial capital letter, refers to the entity listed in the preamble above, a Party to this Agreement.
- xviii. "Registrar Services" means services provided by a registrar in connection with the TLD (s), and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.
- xix. "Registry Database" means a database comprised of data about one or more domain names within TLD(s) that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
- xx. "Registry Services" shall mean the service that processes transactions via the Registry System.
- xxi. "Registry Services Provider" or "CentralNic" means CentralNic Ltd of 35-39 Moorgate London EC2R 6AR, the entity authorized by RO to provide the Registry Services, and its successors and assigns.
- xxii. "Registry System" means the registry system operated by the Registry Services Provider for Registered Names in the TLD.
- xxiii. "Registry Policies" include those policies, procedures, guidelines, and criteria promulgated by RO from time to time, and include, ICANN policies applicable to new TLD(s), which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement and are subject to amendment from time to time.

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

## **2. CONDITION PRECEDENT**

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

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

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

## **3. ACCREDITATION.**

3.1 **Accreditation.** During the Term of this Agreement, Registrar is hereby accredited by RO to act as a registrar (including register and renew registration of Registered Names in the Registry Database) for the TLDs through the Registry System.

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

## **4. REGISTRY OBLIGATIONS**

4.1. **Access to Registry System.** Throughout the Term of this Agreement, CentralNic shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between RO and ICANN.

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

4.3. **Changes to System.** RO and /or CentralNic may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. RO and or CentralNic will provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the Registry System, unless it is a change to EPP or requires implementation by Registrar in which case CentralNic and or RO will provide Registrar with ninety (90) days prior notice. RO will use commercially reasonable efforts to provide Registrar with advance notice of any non-material changes. These notice periods shall not apply in the event Registry System is subject to the imminent threat of a failure or a material security threat, immediate implementation of ICANN temporary policies (Spec 1, Section 2 of the RA), or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of

data traffic, (ii) unauthorized traffic; and/or (iii) data traffic not conforming to the protocols used by the Registry System, but RO will use commercially reasonable efforts to provide notice as soon as practicable.

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

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

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

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

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

4.4.4 RO shall not use or authorize the use of Personal Data in a way that is incompatible with the purposes of providing Registry services. RO may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data.

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

**4.6. Zone Files.** RO will provide Registrar access to Registry zone files, which will be updated by RO every twelve (12) hours. RO will also provide a current list of all domains that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered. RO will provide Registrar with a daily file that includes all Registrar registered domains with renewal and redemption pricing, if different than the standard pricing.

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

## **5. REGISTRAR'S OBLIGATIONS**

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

**5.2. Accredited Registrar.** During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar under the Registrar Accreditation Agreement (approved by ICANN in 2013; or subsequent version) "RAA".

### **5.3 Registrar's Resellers**

5.3.1 Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry System and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this Sections 5 of this Agreement.

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

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

**5.5 Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper Registration Agreement with the Registrant. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to RO under this Agreement.

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

5.5.2 Further and in particular the Registrar will include in its Registration Agreement with registrants a provision requiring all registrants to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

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

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

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

**5.7. Indemnification Required of Registrants.** In its Registration Agreement with each Registrant, Registrar shall require each Registrant to indemnify, defend and hold harmless RO, CentralNic and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant's domain name registration. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

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

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

5.8.2. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards, policies, procedures, and practices and RO's Registry Agreement with ICANN. Additional or revised RO operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon notice ninety (90) days prior notice by RO to Registrar unless mandated by ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's Registration Agreement.

**5.9. Additional Requirements for Registration Agreement.** In addition to the provisions of Sections 5.5, 5.7, in its Registration Agreement, Registrar shall require each Registrant to:

**5.9.1.** consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents in a manner consistent with the purposes specified pursuant to Section 4.4, including data escrow requirements as determined by ICANN;

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

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

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

**5.9.5.** acknowledge and agree that RO 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 RO, as well as its affiliates, subsidiaries, officers, directors, and employees and those of CentralNic; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by RO or any Registrar in connection with a domain name registration. RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by RO (in respect of a domain sponsored by the Registrar).

**5.9.6** As part of its registration of Registered Names in the TLDs, Registrar shall submit to, or shall place in the Registry Database via the Registry System operated by Registry Services Provider, the following data elements:

- i. The name of the Registered Name being registered;
- ii. The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if available;
- iii. Unless automatically generated by the Registry System, the identity of the Registrar;
- iv. Unless automatically generated by the Registry System, the expiration date of the registration; and

- v. Public Access to Data on Registered Names.
- vi. During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois
- vii. Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD Whois shall consist of the following elements:
  - a. The name being registered;
  - b. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
  - c. The identity of Registrar (which may be provided through Registrar's website);
  - d. The original creation date of the registration;
  - e. The expiration date of the registration;
  - f. The name and postal address of the Registrant;
  - g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
  - h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
  - i. The Registrar must have the consent of the Registrant to the use, copying, distribution, publication, modification, and other processing of Registered Domain Holder's Personal Data by RO and CentralNic and its designees and agents as necessary for the purposes of providing the domain name.

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

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

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

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

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

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

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

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

5.18 **Non-Uniform Renewal Registrations Pricing.** Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrations, that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration

renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name.)

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

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

6.2 In particular in relation to URS:

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

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

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

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

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

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

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

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

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



## **7. FEES**

7.1 Registrar shall pay Registry Service Provider (CentralNic) the fees for TLD including initial and renewal registrations and other services provided by RO to Registrar (collectively, "Fees"). RO reserves the right to increase the Fees (registrations or renewals) prospectively upon one hundred and eighty (180) days prior notice. RO may reduce Fees on such notice in the manner permitted by the RA in relation to Qualified Marketing Programs and consistent with ICANN policy and RO policies.

7.2 Variable Registry-Level Fee. In the event that RO is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the RA, RO shall be entitled to collect such Fees from Registrar, and Registrar hereby gives express approval of RO's collection thereof, in addition to Fees due to RO under Section 7.1 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by RO to ICANN with respect to Registrar's registrations in the TLD Registry.

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

## **8. TERM AND TERMINATION**

8.1 The Term of this Agreement shall commence on the Effective Date and unless earlier terminated in accordance with the provisions of this Agreement, shall expire at the end of the last calendar month which is two (2) years after the Effective Date. The Term of this Agreement shall automatically renew for additional two (2) year periods unless either Party provides notice to the other Party of termination in writing, at least thirty (30) days prior to the end of the initial or any renewal Term. Registrar may terminate for convenience by providing RO with thirty (30) days prior notice.

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

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

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

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

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

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

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

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

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

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

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

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

8.5.1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.

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

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

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

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

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

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

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

9.3 The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who

have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

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

9.5 The Receiving Party shall not prepare any derivative works based on the Confidential Information.

9.6 Notwithstanding the foregoing, this section 9 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure or (vi) is disclosed to comply with law, including any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

9.7 The Receiving Party's duties shall expire two (2) years after the expiration or termination of this Agreement or earlier upon written agreement of the parties.

9.8 Subject to the licenses granted hereunder, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

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

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

**11. Indemnification.** Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by RO under this Section, will indemnify, defend and hold harmless RO, the Registry Services Provider, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, or any other business conducted by Registrar; provided, however, that in any such case: (a) RO or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and

(b) upon Registrar's written request, RO or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses RO and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by RO and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

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

**12. No Third-Party Beneficiaries.** This Agreement shall not be construed to create any obligation by either RO or Registrar to any non-party to this Agreement, including any Registrant.

**13. Governing Law.** This Agreement shall be governed and construed under the laws of New York without regard to its conflict of law provisions.

**14. Dispute Resolution.** Any controversy or claim arising out of or relating to this or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in New York, NY USA. There shall be three arbitrators: each Party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award, or any claims under this Agreement shall be brought in the courts in New York; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in New York, which shall not be a waiver of this arbitration agreement.

**15. Notices, Designations, and Specifications.** Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against receipt of confirmation of delivery) or by fax (against receipt of

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

If to Registrar:

Address:

Phone:

Fax:

Email:

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

**16. Amendments and Waivers.** No amendment or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, save that any applicable registry TLD Policies may be updated from time to time and posted for review on its website and or the CentralNic Registrar Console. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

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

**18. Force Majeure.** Neither Party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either Party's employees), internet disruption or outage, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither Party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either Party's performance of this Agreement, such Party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such Party uses best efforts to avoid or remove such causes of non-performance as soon as possible.

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

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

**21. Construction; Severability.** The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be

invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted there for such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.

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

### **23. Assignments**

**23.1. Assignment to Successor Registry Operator.** In the event the Registry Operator's Registry Agreement is terminated or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

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

**23.3. Other Assignments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Registrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Registry Operator, which shall not be unreasonably withheld.

**THE PARTIES** hereto have caused this Agreement to be signed electronically and executed by their duly authorized representatives.

REGISTRY: XYZ.Com LLC

Name: Daniel Negari

Title: Manager

## RRA Data Processing Addendum For All XYZ TLDs

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 all Registry-Registrar Agreements (the “**RRAs**”) executed between the Parties.

To the extent of any conflict between the RRAs, 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 RRAs. 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 RRAs, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAs may also be at the direction of the Registrar or Registry, each as a Controller.

### 2. DEFINITIONS

- a) Applicable Agreements. Collectively means this Data Processing Addendum, the Registrar Accreditation Agreement (“**RAA**”), the Registry Agreement (“**RA**”), and the RRAs, as those documents are applicable and binding on any individual Party.
- b) Applicable Laws. 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) Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.
- d) Data Protection Authority. 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.
- 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.
- 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;
  - 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:
  - 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 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;
  - 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) Notification Timing. 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) Notification Format and Content. 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) Security Resources. 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) Failed Security Incidents. 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) Additional Notification Requirements. 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 (“**Subject Access Request**”). 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 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.

## **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.

## **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 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](mailto:registrant@example.tld)  
Admin Contact: Jane Registrant  
Phone Number: +1.3105551214  
Fax Number: +1.3105551213  
Email: [janeregistrar@example-registrant.tld](mailto:janeregistrar@example-registrant.tld)  
Technical Contact: John Geek  
Phone Number: +1.3105551215  
Fax Number: +1.3105551216  
Email: [johngeek@example-registrant.tld](mailto:johngeek@example-registrant.tld)