.BABY Top-Level Domain Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is between Johnson & Johnson Services, Inc., a Delaware Corporation, with its principal place of business located at One Johnson & Johnson Plaza New Brunswick, New Jersey 08933 ("JJSI" or "Registry"), and _____, with its principal place of business located at _____ (the "Registrar"). JJSI and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, JJSI has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers dated April 9 2015 to operate a domain name registration system, top-level domain nameservers, and other equipment for the .BABY top-level domain (the "Registry TLD");

WHEREAS, Registrar wishes to act as a registrar for domain names within the .BABY toplevel 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, JJSI 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" means the date on which this Agreement is first executed by both parties.

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 the APIs and any applicable/associated software, as well as JJSI's 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 Director 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 about which JJSI or its designee maintains data in a Registry Database. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.14   "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 JJSI 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 JJSI and ICANN for the operation of the Registry TLD, as the same may be amended from time to time.

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 Whois queries, for some or all of those names.

1.18   "Registry TLD" means the .BABY TLD.

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

1.20   "Registry Policies" include those policies, procedures, guidelines, launch

plans and criteria promulgated by Registry and updated from time to time, as authorized by ICANN in the Registry Agreement, including such policies published by Registry on the Registry Website, which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement. Any changes made by the Registry to the Registry Policies will be posted on the Registry Website and will go into effect no fewer than thirty (30) days after posting.

1.21 "Registry Service Provider" or "RSP" refers to Neustar, Inc. or such other entity as JJSI may designate to perform Registry Operations.

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

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

1.24 "Registry Website" means the Registry's primary website, accessible at nic.BABY or whatever website nic.BABY resolves to, where information about the Registry and Registry Policies can be found.

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

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

1.27 "Term" means the term of this Agreement.

1.28 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 JJSI

2.1 System Operation and Access to Registry System. Throughout the Term of this Agreement, JJSI shall provide Registrar with access to the Registry System that Registry Service Provider operates on behalf of Registry 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 JJSI and Registry Service Provider and/or JJSI and ICANN. JJSI 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 Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, as well as all ICANN requirements and Registry System requirements authorized by ICANN, JJSI shall maintain the registrations of 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 4.1.

2.3 License.

2.3.1 Grant. Subject to the terms and conditions of this Agreement, JJSI 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 JJSI's 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) establish and end an authenticated session.

2.3.2 Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the prior written consent of JJSI, 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 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 JJSI or any ICANN-Accredited

Registrar, except as reasonably necessary to register domain names or modify existing registrations.

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

          2.4 Changes to System. JJSI 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. JJSI will provide Registrar with as much advance notice as is reasonably practicable under the circumstances prior to the implementation of any material changes to the Supported Protocols, Licensed Product, or software licensed hereunder.

          2.5 Engineering and Customer Service Support. JJSI agrees to provide reasonable engineering and technical support to Registrar for engineering and other issues solely relating to the Registry System and its operation. Registry will provide Registrar with detailed contact information for such support of the EPP, APIs and Software. During the Term of this Agreement, JJSI 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. 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 Personal Data. Personal Data submitted to JJSI by Registrar under this Agreement will be collected and used by JJSI in accordance with applicable law and applicable JJSI Registry Policies, as updated and/or modified by JJSI from time to time, and JJSI may contact Registered Name Holders as permitted by ICANN policy, the Registry Policies and applicable law.

          2.7 Service Level Agreement. JJSI 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 JJSI to meet the Registry Performance Specifications.

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

          2.9 New Registry Services. JJSI shall provide Registrar no less than thirty (30)

days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and JJSI. JJSI shall provide Registrar no less than ninety (90) days 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 JJSI. 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.

2.10 Compliance Actions. JJSI 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 JJSI to take specific actions consistent with ICANN's authority under the terms of the RAA to: (i) suspend or terminate a registrar's ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN. Registrar shall take all necessary action as directed by JJSI in relation to compliance actions, directives, or instructions from ICANN, and/or as otherwise directed by JJSI in its sole discretion as being reasonably necessary for the performance of the parties' respective obligations under this Agreement.

2.11 Dispute Resolution Mechanisms. JJSI will comply with the following dispute resolution mechanisms as they may be revised from time to time: (i) the Trademark PostDelegation Dispute Resolution Procedure ("PDDRP") and (ii) the Registration Restriction Dispute Resolution Procedure ("RRDRP") adopted by ICANN. JJSI 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, JJSI 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 JJSI; (iv) the Registration Eligibility Dispute Resolution Policy ("REDRP") adopted by JJSI; and (v) the Reserved Names Dispute Resolution Policy ("RNDRP") adopted by JJSI.

2.12 Abuse Contact. JJSI 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.

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

2.14 Launch Phases and Restriction. Registry will include a detailed Launch Plan

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

2.14.1 Registry's Launch Plan may include the following phases:

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

2.14.1.2 Early Access Period ("EAP"), Landrush or Limited Registration Period(s) ("LRP(s)"): Registry may run one or several EAP, Landrush and/or LRP(s) after Sunrise, but before General Availability during which EAP, Landrush and/or LRP pricing may apply and verification of prospective Registered Names Holders may be required prior to full activation and allocation of any Registered Names and extra restrictions may be placed on registrant eligibility, name allocation, and name selection. Registrar agrees and understands that EAP, Landrush and/or LRP(s) may require additional development and/or technical work to ensure compliance with Registry's EAP Landrush and/or LRP verification and restriction requirements.

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

2.15 Unavailable or Premium Domain Names. If requested by Registrar, Registry or Registry Service Provider 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 may not be registered and (ii) a list of all domains that are priced differently than standard pricing for the TLD, including price information needed to support registration, renewal, redemption, and transfer transactions. The provision of such files by Registry and/or Registry Service Provider shall not affect the parties' obligations with respect to errantly allocated names as set forth in Section 3.3. Registry will provide at least ninety (90) day's notice for any changes to the pricing of unregistered standard domain names, and one hundred eighty (180) day's notice for any changes to the pricing of any Registered Name.

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 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. JJSI's Registry Agreement with ICANN authorizes JJSI to establish or modify policies concerning reservation or blocking of domain names within the registry at JJSI's discretion. JJSI 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 JJSI, and Registrar shall fully cooperate with JJSI in obtaining the retraction and complete and total return to JJSI of any such erroneously allocated domain names at no cost to JJSI.

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 ("Registration Agreement"). Registrar shall obtain, from each Registered Name Holder, affirmative binding consent to the registration agreement prior to submission of registration information to JJSI, and each such registration agreement with Registered Name Holders shall include, without alteration, all terms and conditions set forth in JJSI's Registry Policies that can be found on the Registry Website. Registrar may include in its Registration Agreements such other terms as Registrar may deem appropriate so long as the terms do not conflict with JJSI's standards, policies, procedures, or practices, ICANN policies, or applicable law.

3.5   Indemnification Required from Registered Name Holders. In its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry and Registry Service Provider, and their agents, subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name application, domain name registration and the use thereof. The Registration Agreement shall further require this indemnification obligation survive the termination or expiration of the Registration Agreement.

3.6   Additional Requirements for Registration Agreement. In addition to the

provisions already outlined in this Agreement, in its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

3.6.1. Consent to the collection, use, copying, distribution, publication, modification and other processing of the Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory local data protection, laws and privacy;

3.6.2. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), ICANN's Uniform Rapid Suspension System ("URS"), Registry's Sunrise Dispute Resolution Policy ("SDRP"), Registry's Registrant Eligibility Dispute Resolution Policy ("REDRP"), and Registry's Reserved Name Dispute Resolution Policy ("RNDRP");

3.6.3. Submit complete, accurate and reliable registration information for the Registered Name and to correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.6.4. Agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the QLP, Sunrise period and all LRPs, and further to acknowledge that Registry and Registry Service Provider have no liability of any kind for any loss or liability, and shall be indemnified and held harmless by the registrant from any claim, resulting from the proceedings and processes relating to the QLP, Sunrise period or any LRPs, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, (b) the results of any dispute over a Registered Name, and/or (c) the registration, use or non-use of a Registered Name by the registrant;

3.6.5. Abstain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activities contrary to applicable law;

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

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

3.7   Ongoing Verification & Restrictions. Registrar acknowledges and accepts that supporting the Sunrise, EAP, Landrush and/or LRP(s) outlined in the Registry Policies and Launch Plan may require additional action by Registrar to comply with verification and allocation requirements for such periods as set out in the Registry Policies. However, Registrar is under no obligation to support such Sunrise, EAP, Landrush or LRP(s) if it chooses not to offer registrations during such launch phases. Additionally, Registrar acknowledges and accepts that Registry or its designee will be performing ongoing verification and checks to ensure compliance with Registry Policies.

3.7.1 Registrar shall take appropriate action to conspicuously notify potential registrants of JJSI's registration eligibility requirements, as set forth in JJSI's Registry Policies, concurrently with the acceptance by Registrar of (i) registration request or application information from any potential registrant or (ii) a registration-transfer request.

3.7.2 Registrar shall, concurrently with the acceptance of registration application information during Sunrise, LRP(s) or a registration-transfer request for an LRP domain, (i) collect from all potential registrants the eligibility verification information identified by JJSI from time to time, (ii) deliver such information to JJSI or its designee, and (iii) obtain the potential registrant's affirmative acceptance of and agreement to JJSI's registration eligibility requirements and requirements outlined in the Registry Policies. Registrar shall provide to JJSI all information known to Registrar concerning an applicant's ineligibility under JJSI's Registration Policy.

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

3.9   Registrar's Reseller Agreement and Indemnification. In its reseller agreement with each Reseller, Registrar shall require such Reseller to indemnify, defend and hold harmless JJSI, as well as any persons or entities assisting JJSI 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.

3.10   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 JJSI 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 JJSI, consistent with the provisions of the RAA in effect between Registrar and ICANN. Proxy or private domain name registrations are expressly prohibited and, without 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.

3.11   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 JJSI, 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.

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

3.13   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.

3.14   Transfer of Sponsorship of Registrations. Registrar shall 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").

3.15   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:

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

3.15.2 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 JJSI ("Operational Requirements"), and consistent with ICANN's standards, policies, procedures, and practices and JJSI's Registry Agreement with ICANN. Among JJSI's operational standards, policies, procedures, and practices are those set forth in the Registry Policies. Additional or revised JJSI operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days' notice by JJSI to Registrar.

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

3.15.4 Refrain from representing to anyone that Registrar enjoys access to any of JJSI's Registry System that is superior to that of any other registrar accredited for the Registry TLD.

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.

3.17   Authorization Codes.

3.17.1 Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. JJSI 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>). JJSI will notify Registrar of modifications made by JJSI 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 JJSI upon Registrar's request.

3.17.2 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.

3.18   Cooperation. Registrar shall cooperate with JJSI 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 JJSI and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute.

3.19   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.

3.20   Domain Name Lookup Capability. Registrar shall employ in its domain name registration business JJSI's 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 Whois 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.

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

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

3.23   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.

3.24   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.

3.25 Registration Term. Upon request for a domain name registration, Registrar shall immediately register with JJSI 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.

4. FEES

4.1 Amount of JJSI Fees.

4.1.1 Registrar agrees to pay JJSI or its designee(s) the fees set forth in Exhibit A for initial and renewal Registered Name registrations and other services provided by JJSI or its designee(s) to Registrar (collectively, "Registration Fees"). JJSI reserves the right to increase the Registration Fees prospectively, at any time during the Term of this Agreement, upon three (3) months' prior notice to Registrar.

4.1.2 Registrar agrees that JJSI, 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 JJSI's registration eligibility requirements as set forth in JJSI's Registration Policy.

4.1.3 In addition, Registrar agrees to pay JJSI the applicable variable fees assessed to JJSI 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 JJSI for such fees.

4.2 Payment of JJSI Fees. In advance of incurring any Registration Fees, Registrar shall establish a Deposit Account, Credit Facility, or Payment Security acceptable to JJSI, 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 applications for initial and renewal Registered Name registrations, or upon provision of other services provided by JJSI to Registrar. Payment shall be made via debit or draw down of the Deposit Account, Credit Facility or Payment Security approved by JJSI. JJSI or its designee 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 JJSI's 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, JJSI 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. JJSI's

performance under this Agreement is subject to, and conditioned in all respects upon, the timely payment by Registrar of all fees owing to JJSI under this Section 4. In the event Registrar has insufficient funds deposited with JJSI, and Registrar fails to pay its fees within thirty (30) days of receipt of a past due notice, JJSI 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 Taxes. All Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of JJSI) 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 JJSI 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, JJSI 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 Credit Facility or Payment Security. The terms of the Credit Facility or Payment Security shall be determined by JJSI, 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 written notice to Registrar.

4.6 Change in Registrar Sponsoring Domain Name. 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 domainname registration under the Transfer Policy, Registrar agrees to pay JJSI the renewal registration fee associated with a one-year extension, as set in Exhibit F, and the Registration Fees for the registrar transferring such registration will not be refunded as a result of any such transfer. Fees under this Section shall be due immediately upon receipt of Registry's invoice pursuant to the Deposit Account, Credit Facility or Payment Security.

4.7 Charges for ICANN Fees. Registrar agrees to pay to JJSI, within thirty (30) days of the date when due, any variable registry-level fees payable by JJSI 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 JJSI's Registry Agreement with ICANN or such other Variable RegistryLevel Fee provision adopted by ICANN. JJSI 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 Use of Confidential Information. During the Term of this Agreement, each

Party (the "Disclosing Party") may be required to disclose its Confidential Information to the other Party (the "Receiving Party"). Each Party's use and disclosure of the Confidential Information of the other Party shall be subject to the following terms, 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 JJSI 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; provided, 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 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 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, JJSI, 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 JJSI and/or Registry
Service Provider to provide the Registry Services shall be and remain the sole and exclusive property of JJSI 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 JJSI 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 JJSI shall have the right without prior approval to identify Registrar as a customer of JJSI's services related to the Registry TLD.

6.   INDEMNITIES AND LIMITATION OF LIABILITY

6.1   Indemnification. Registrar shall, at its own expense, indemnify, defend and hold harmless JJSI, as well as any persons or entities assisting JJSI 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 related to a Registered Name; (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 breach by Registrar of this Agreement; (v) any action or inaction by Registrar that causes or results in a breach by JJSI of any of its obligations or responsibilities to Registry Service Provider; or (vi) any negligence or misconduct by Registrar in connection with the performance of its obligations hereunder; provided that in any such case: (a) JJSI 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, JJSI will provide to Registrar assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses JJSI and/or Registry Service Provider for their actual and reasonable attorneys' fees and costs incurred by JJSI 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.

6.2 Limitation of Liability. IN NO EVENT WILL JJSI 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 JJSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the State of Delaware 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 State of Delaware. 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 State of Delaware 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 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) JJSI 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) JJSI 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 JJSI unilaterally determines to amend this Agreement, JJSI shall notify Registrar and Registrar will either (a) notify Registry of its acceptance of such amendment in writing 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 JJSI. In the event that JJSI does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period, Registrar shall be deemed to have accepted such changes and the amended Agreement will become 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) JJSI's 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. 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 Registrar. Registrar may terminate this Agreement at any time for any reason or no reason, without payment of penalty or fee, upon sixty (60) calendar days' written notice to JJSI.

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

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

8.3.1 JJSI 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 JJSI for Fees are current and timely.

8.3.2 JJSI shall have the first right, but not the obligation, to transfer the sponsorship of Registered Name registrations to any affiliate of JJSI that is then accredited by ICANN as a registrar. If JJSI 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 JJSI, shall either return to JJSI or certify to JJSI the destruction of all Confidential Information in its possession or has received under this Agreement. In the event of termination, JJSI reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

8.3.4 All fees owing to JJSI 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 2.2, 2.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.11, 3.15, 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, and 9.12; (ii) the Registered Name Holder's

indemnification obligations under Section 3; (iii) Registrar's obligations in connection with any Confidential Information of JJSI 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 JJSI. In the event JJSI's Registry Agreement for the Registry TLD is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by JJSI and ICANN into a subsequent registry agreement, JJSI's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon sixty (60) days' notice to Registrar of the termination or expiration, provided that the subsequent registry operator assumes the duties of JJSI under this Agreement.

9.1.2 Assignment in Connection with Assignment of Agreement with ICANN. In the event that JJSI's Registry Agreement with ICANN for the Registry TLD is validly assigned, JJSI's 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 JJSI 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 JJSI. In addition to its other assignment rights hereunder, JJSI 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 JJSI:

Johnson & Johnson Services, Inc.

One Johnson & Johnson Plaza

New Brunswick, New Jersey 08933

Attn: DCOE gTLD Team

With copy to:

FairWinds Partners, LLC

1000 Potomac Street, Suite 350

Washington, DC 20007 USA Attn:

.BABY Registry Manager

babyregistry@fairwindspartners.com

9.3 Representations and Warranties.

9.3.1 Registrar. Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to 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 JJSI. JJSI represents and warrants that: (i) it is a corporation duly formed and validly existing under the laws of the State of Delaware; (ii) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the execution, performance and delivery of this Agreement has been duly authorized by JJSI; and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by JJSI in order for it to enter into and perform its obligations under this Agreement.

9.3.3 Disclaimer of Warranties. THE EPP, APIs, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED BY JJSI "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (i) JJSI 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) JJSI 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 WILL BE UNINTERRUPTED OR ERROR-FREE, OR (z) THAT DEFECTS IN THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, JJSI 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 OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, AND REPAIR OR CORRECTION, OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE 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 JJSI upon JJSI's request.

9.5   Third-Party Beneficiaries. Except as otherwise expressly provided herein (including, but not necessarily limited to, Registrar's indemnity obligations under Subsection 6.1 above), this Agreement shall not be construed to create any obligation by either party to any nonparty to this Agreement, including the Registry Service 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 JJSI through an appendix to this Agreement or such other

agreement executed by Registrar and JJSI.

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

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

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

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

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

.BABY Fees

Phase	Application Fee	Registration Fee	Renewal Fee
Sunrise	$100 (nonrefundable)	$300 per year	$50 per year
LRP	$100 (nonrefundable)	$50 per year	$50 per year
EAP/Landrush	n/a	To be provided to registrar thirty (30) days prior to EAP/Landrush phase	To be provided to registrar thirty (30) days prior to EAP/Landrush phase
Standard Registration/General Availability	n/a	$50 per year	$50 per year
Premium Domain Names	n/a	Multiple tiers, available to Registrar via EPP, FTP, or at request of Registrar upon commencement of Sunrise Period.	Multiple tiers, available to Registrar via EPP, FTP, or at request of Registrar upon commencement of Sunrise Period.

Other Fees

Transfer Fee	Applicable Renewal Fee From Above
Redemption Fee	$40

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 *with a copy to*: Grant Carpenter: 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 it business or assets to which this Agreement relates. The Registrar will derive no right, title or interest in such intellectual property.

4. REGISTRY OBLIGATIONS

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 PRECEEDING 12 MONTH PERIOD. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Indemnification. Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by 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 of receipt of confirmation of delivery) or by fax(against receipt of answerback confirming delivery) during business hours to the address or fax number set forth beneath the

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

If to Registrar:

Address:

Phone:

Fax:

Email:

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

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

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

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

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

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

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

intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted there for such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.

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

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

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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 RAAs 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 reunder 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
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