

REGISTRY REGISTRAR FRAMEWORK AGREEMENT

("Framework Agreement" or "FA")

This Framework Agreement is between

<u>Company (the "Registrar"):</u>	<u>Company:</u> dot Bid Limited and the other entities listed in Schedule 1 ("Registry Operators" or "Registry Operator")
Company Number:	Company Number: Please refer to Schedule 1
Address:	Address: 741C Europort, Gibraltar
Signature of Authorised Representative: <u>Name:</u> <u>Position:</u> <u>Company:</u>	Signature of Authorised Representative: <u>Name:</u> <u>Position:</u> <u>Company:</u> Global Registry Services Limited
<u>Contact Name:</u> <u>Title:</u> <u>Email:</u> Telephone: <u>Skype:</u>	<u>Contact Name:</u> <u>Title:</u> <u>Email:</u> Telephone: <u>Skype:</u>
Date:	
Effective Date:	

WHEREAS:

Schedule 1 contains a list of sixteen top level domain ("TLD") Registry Operators, in respect of which TLD each Registry Operator has entered into an individual registry agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN").

Global Registry Services Limited ("GRS") is the authorised representative for each Registry Operator with full signatory rights in respect of each.

Registrar wishes to enter into an individual registry registrar agreement ("RRA") with each of the Registry Operators as set out in the Schedule.

1. Scope of the Agreement

1.1. Subject to clause 2 below, Registrar acknowledges and agrees that by signing this Framework Agreement, it enters into a separate RRA with each Registry Operator on the terms as set out in Schedule 2.

1.2. Each Registry Operator is party to and shall benefit from solely that RRA which pertains to the TLD which it is actually authorised by ICANN to operate ("Unique RRA") and the rights of any other Registry Operator or other third party to that Unique RRA are expressly excluded.

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- Deleted: twelve...ixteen top level domain ("TLD") Registry Operators, each of which was the sole applicant in respect of the stated TLD; and ...n respect of which TLD each Registry Operator is currently contemplating entry ... [13]
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1.3. The terms of each RRA shall be identical for each Registry Operator, except that each Registry Operator reserves the right to notify the Registrar of a string-specific amendment to its Unique RRA which must be agreed in writing with the Registrar prior to the Effective Date of any Unique RRA.

1.4. Registrar may, by signing further schedules issued by GRS from time to time in substantially the form attached hereto, enter into further Unique RRAs with other Registry Operators represented by FFM which have not been identified in Schedule 1.

1.5. The rights and obligations of Registrar and each Registry Operator under this Framework Agreement shall be several only. The rights of any third party to this Framework Agreement are expressly excluded.

1.6. The date of entry into force of any Unique RRA shall be the date on which both GRS and Registrar sign, except for any further registries not referred to in Schedule 1, in which case it shall be the date upon which a relevant further schedule is signed ("Effective Date").

1.7. The term of this Framework Agreement shall endure, in respect of each Registry Operator, until termination by the Registry Operator or Registrar of its Unique RRA.

2. Representations and warranties

2.1. Registrar represents and warrants that:

2.1.1. it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization,

2.1.2. it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) to the best of its knowledge it is or is intending to be accredited by ICANN or its successor under the most current registry accreditation agreement, (4) the execution, performance and delivery of this FA has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this FA.

2.2. Each Registry Operator represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of Gibraltar (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this FA, (3) the execution, performance and delivery of this FA has been duly authorized by Registry Operator, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

3. Governing Law

This contract is governed by Gibraltar law and the Gibraltar courts shall have exclusive jurisdiction.

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2.1 Each Unique RRA shall enter into force upon, and only upon, the fulfilment of these conditions:

the relevant Registry has executed its own registry agreement with ICANN and the said agreement enters into force; and

Registrar has entered into the registry accreditation agreement with ICANN as approved by the ICANN Board on 27 June 2013 and the said agreement enters into force.

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2.3 Subject to clause 2.2, each party to the Unique RRA will use best endeavours to give immediate notice by email to the other as soon as it has fulfilled either condition 2.1 (i) or 2.1 (ii), as applicable to it. However, the parties agree that failure by any party to provide notice to the other party under this clause 2.2 will not render the Unique RRA either void or voidable, or result in any change to the Effective Date.

2.4 For the avoidance of doubt, Registrar has no obligation or right in respect of any Registry Operator until the Effective Date. The converse shall apply to each Registry Operator.

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SCHEDULE 1

String	Contracting Entity	Company No	Registered Address
.trade	Elite Registry Limited	106513	<u>741C Europort, Gibraltar</u>
.men	Exclusive Registry Limited	106515	<u>741C Europort, Gibraltar</u>
.webcam	Dot Webcam Limited	106521	<u>741C Europort, Gibraltar</u>
.science	Dot Science Limited	106529	<u>741C Europort, Gibraltar</u>
.date	Dot Date Limited	106525	<u>741C Europort, Gibraltar</u>
.bid	Dot Bid Limited	106505	<u>741C Europort, Gibraltar</u>
.loan	Dot Loan Limited	106543	<u>741C Europort, Gibraltar</u>
.faith	Dot Faith Limited	106508	<u>741C Europort, Gibraltar</u>
.win	First Registry Limited	106523	<u>741C Europort, Gibraltar</u>
.review	Dot Review Limited	106510	<u>741C Europort, Gibraltar</u>
.accountant	Dot Accountant Limited	106591	<u>741C Europort, Gibraltar</u>
.download	Dot Support Limited	106537	<u>741C Europort, Gibraltar</u>
.cricket	<u>Dot Cricket Limited</u>	<u>106547</u>	<u>741C Europort, Gibraltar</u>
.party	<u>Blue Sky Registry Limited</u>	<u>106509</u>	<u>741C Europort, Gibraltar</u>
.racing	<u>Premier Registry Limited</u>	<u>106545</u>	<u>741C Europort, Gibraltar</u>
.stream	<u>Dot Stream Limited</u>	<u>106549</u>	<u>741C Europort, Gibraltar</u>

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REGISTRY REGISTRAR AGREEMENT ("RRA" or "Agreement")

SCHEDULE 2 (VERSION 2.0)

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The parties to this RRA shall be as set out pursuant to the Framework Agreement.

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1. DEFINITIONS

"All Levels" means all levels within the TLD at which Registry Operator offers registrations.

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

"Confidential Information" means all information and materials, 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 and marked or otherwise identified as Confidential, provided that if a communication is oral, the disclosing party will notify the receiving party in writing within 15 days of the disclosure of its confidentiality.

"DNS" means the Internet domain name system.

"Effective Date" has the meaning given to it in the Framework Agreement.

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"EPP" means the extensible provisioning protocol, which is the protocol used by the Registry System, as mandated by ICANN.

"Extranet" means the secure Internet interface with the Registry Operator to which Registrar has access.

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

"Personal Data" means data about any identified or identifiable natural person.

"Registered Name" means a domain name within the domain of the Registry TLD which is registered through any ICANN accredited registrar, whether consisting of two or more (e.g., john.smith.example) levels, about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

"Registered Name Holder" means the holder of a Registered Name.

"Registry Agreement" means the Registry Agreement between Registry Operator and ICANN for the operation of the Registry TLD, as the same may be amended from time to time.

"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.

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"Registry TLD" means the TLD which is the subject of this RRA.

"Registry Services" 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 TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information

concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator as of the effective date of the Registry Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (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.

"Registry System" means the registry system operated by Registry Operator for Registered Names in the Registry TLD.

"Registry Tool Kit" shall mean the Tool Kit as further described in clause 2.3.1

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

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

"Trademark Clearinghouse" is the central repository for validated trademarks for the purpose of protecting brands in ICANN's new gTLD program.

"URS" means the uniform rapid suspension system, the rules and procedures governing which are available on ICANN's website.

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

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. Access to Registry System. Throughout the term of this Agreement, Registry Operator shall provide Registrar with access as a Registrar to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

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

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2.3. Provision of Tool Kit; License.

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2.3.1. Registry Tool Kit. No later than three business days after the Effective Date, Registry Operator shall provide to Registrar a copy (or hyperlink to a copy which can be downloaded) of the Registry Tool Kit, which shall provide sufficient technical specifications to allow Registrar to interface with the Registry System and employ its features that are available to Registrars. The Registry Tool Kit shall be available to Registrars via the Extranet.

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2.3.2. License. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the term and purposes of this Agreement the EPP, APIs and any reference client software included in the Registry Tool Kit, as well as updates and redesigns thereof, for providing domain name registration services in the Registry TLD only and for no other purpose.

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2.4. Changes to System. Registry Operator may from time to time make modifications to the EPP, APIs, or other software licensed hereunder that will revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least one hundred eighty (180) days' notice prior to the implementation of any changes to the EPP, APIs or software licensed hereunder which affect Registrar (for example, if they are not backwards compatible with Registrar's existing systems). This notice period shall not apply in the event Registry System is subject to the imminent threat of a failure or a material security threat, 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; or (iii) data traffic not conforming to the protocols used by the Registry System.

2.5. Engineering and Customer Service Support. Registry Operator shall provide Registrar with 365x24x7 engineering and customer service support as set forth on the Extranet.

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2.6. Handling of Personal Data. Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected, and the intended recipients (or categories of recipients) of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Notwithstanding the above, Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis is only for the purposes listed in clause 3.14 and will not disclose individual Personal Data and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use.

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2.7. Service Level Agreement. Registry Operator shall use commercially reasonable efforts to meet the performance specifications set forth in specification 10 to the Registry Agreement. In the event that Registry Operator fails to meet such requirements, Registry Operator shall issue credits to Registrar as set out in Exhibit A. Such performance credits shall be the sole and exclusive remedies available to Registrar for the failure to meet such performance specifications.

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

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2.9. ICANN Requirements. Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements and consensus policies 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.

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2.10. New Registry Services. Registry Operator shall provide Registrar no less than one hundred eighty (180) days written notice of any new Registry Service that is mandatory and thirty (30) days' notice in other cases, where such Registry Service has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.4 above. Registry Operator's wholesale price list is attached to this Agreement as Exhibit B.

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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.

3.2 Registrar Responsibility for Customer Support. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion, redemption or transfer of Registered Names and (ii) customer service and billing and technical support to Registered Name Holders.

3.3 Registrar's Registration Agreement. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

3.4 Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and its subcontractors (including the registry back-end services provider) and their respective directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration, except due to Registry Operator's negligence, error or omission. The registration

agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

3.5 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 hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD.

3.6 Security. Registrar shall develop and employ in its domain name registration business all reasonable technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) 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 (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.7 Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator. Except in the case of an emergency, Registry Operator will make reasonable efforts to provide advance notice via email and/or phone call to Registrar's technical contact of any temporary suspension or restriction, except where Registry Operator is prevented from doing so due to an emergency.

3.8 Time. Registrar agrees that 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 prevail.

3.9 Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to any policy on transfer of registrations between Registrars as may be amended from time to time by ICANN (the "Transfer Policy"). Registry Operator will allow and support bulk transfer to Registrar, without extension of the registration term, and Registry Operator will not charge fees under the Transfer Policy.

3.10 Compliance with Terms and Conditions. Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN requirements such as Consensus Policies or Temporary Policies (as defined in the Registry Agreement) through the processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to the contrary, to the extent that the said ICANN requirements necessitate action by Registrar, Registrar, at its own expense, shall comply with reasonable instructions of the Registry Operator in respect of any such ICANN requirements in accordance with the relevant timeline. Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, all of the following:

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

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

3.10.2 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 Registry Operator in a non-arbitrary manner and applicable to all Registrars, including affiliates of registrar, and consistent with ICANN standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, including, in particular, any acceptable use policy, which delineates all the types of activity that define abuse and reserves the right of the Registry Operator to take appropriate action based on the type of abuse. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days' notice by Registry Operator to Registrar.

3.10.3 All permissions, authorisations and confirmations required from the Registered Name Holder or any other data subject which are reasonably required by the Registry Operator or Registrar in order to comply with the terms of clause 3.10.2 (above).

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

3.12 Reserved Names Except to the extent that ICANN otherwise expressly authorises in writing, Registry Operator is obliged to comply with the requirements set forth in specification 5 of the Registry Agreement. Registry Operator reserves the right to withhold from registration or allocate to Registry Operator, at All Levels, any label or name (including their IDN variants where applicable) within the TLD. Registry Operator may at any time establish or modify policies concerning Registry Operator's ability to reserve or block additional character strings within the TLD at its discretion. Registry Operator reserves the right to reserve any and all domain names, regardless of whether there is an existing trademark associated with the name as determined by the ICANN designated trademark clearinghouse ("TMCH").

3.13 Right Protection Mechanisms Registrar shall implement and adhere to the Registry Operator rights protection mechanisms ("RPMs") as set out on the Extranet. In addition, for the avoidance of doubt, the RPMs at specification 7 of the Registry Agreement are incorporated into this Agreement. Registrar shall not use any other trademark information aggregation, notification or validation service other than the TMCH.

3.14 Data Protection Exhibit C (Data Processing) shall apply to this Agreement.

3.15 Abusive practices; Registrars are required to include in their registration agreements a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name. Registry Operator reserves the right to take action necessary to deny, cancel, suspend, lock, or transfer any registration in violation of the acceptable use policy.

3.16 DNS Records Registrar shall delete/move all independent DNS records prior to deleting the parent domain.

3.17 Reverse Engineering Registrar shall not reverse engineer, decompile, or disassemble any software provided to it by Registry Operator or other party on Registry Operator's behalf.

3.18 Marketing Registrar may endeavour to employ a number of joint marketing techniques with the Registry Operator to promote the TLD as set out on the Extranet. Unless expressly agreed in writing, each party shall bear their own costs in relation to any marketing activities.

3.19 Governance Council Registrar has the right to request appointment to any working group on abuse prevention and mitigation set up by the Registry Operator which may consult

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3.14.1 inclusion in the said searchable WHOIS directory providing free public query-based access to the details as required by clauses 1.5 and 1.6 of specification 4 of the Registry Agreement;

3.14.2 research on an amalgamated statistical basis;

3.14.3 day to day operations of the Registry Operator, including, email contact by the

Registry Operator with the Registered Name Holder as required by any acceptable use policy;

3.14.4 to our service providers which/who provide legal, accounting, delivery, installation, systems support, escrow, marketing, clearinghouse and other Registry services on our behalf;

3.14.5 as may be required by law enforcement agencies or a court order or other compulsory operation of law applicable to the Registry Operator;

3.14.6 as may be required by ICANN in accordance with a zone file access request in accordance with specification 4 of the Registry Agreement.

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with the governance council of the TLD at its discretion and in accordance with the rules of procedure of the working group as are applicable at the relevant time.

3.20 Authorization Codes. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different Registered Name Holders with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Registry Operator will notify Registrar of modifications made by the Registry Operator to 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 Registry Operator. 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 Registered Name Holder's request to obtain the applicable "AuthInfo Code" that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder's contact or name server information. Registrar must not refuse to release an "AuthInfo Code" to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and Registrar over payment.

3.21 URS Complainant Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant (as defined in the URS rules on the ICANN website) in cases where the URS Complainant has prevailed. Registrar MUST NOT renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the Registry Operator).

3.22 GAC Recommendations: Registrar MUST comply with all provisions of any government advisory council ("GAC") recommendations which have been adopted by the ICANN New gTLD Program Committee ("NGPC"), including ICANN mandated implementation of the "Beijing Communiqué Advice" of 11 April 2013 concerning Category 1 and Category 2 Safeguards, as applicable.

4. FEES

4.1 Amount of Registry Operator Fees.

4.1.1 Registrar agrees to pay Registry Operator the fees set forth on the Extranet_ for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees").

4.1.2 In addition, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by clause 6.3(b) of the Registry Agreement by no later sixty (60) days after the date of an invoice from Registry Operator for such fees. Registry Operator is not obliged to provide notice of any price increase for the imposition of the Variable Registry-Level Fee (as defined in the Registry Agreement).

4.2 Payment of Registry Operator Fees. In advance of incurring Fees, Registrar shall establish a deposit account, or other credit facility accepted by Registry Operator, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by Registry Operator to Registrar. Payment shall be made via debit or draw down of the deposit account or other credit facility approved by Registry Operator. Registry Operator shall provide monthly invoices to Registrar.

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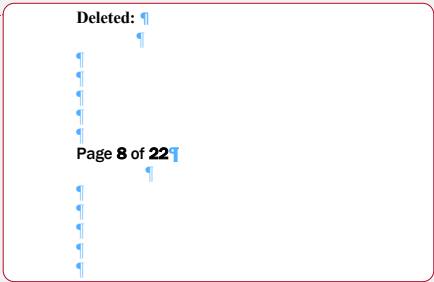
4.3 Non-Payment of Fees. In the event Registrar has insufficient funds deposited with Registry Operator, subject always to the Registry Operator's billings escalations policy, Registry Operator reserves the right to do any or all of the following: (a) stop accepting new initial, renewal or transferred registrations from Registrar; (b) on a case by case basis, delete the domain names associated with any negative balance incurred from the Registry database; and (c) pursue any other remedy under this Agreement.

4.4 Registration and Fees.

4.4.1 Term of Registration. Registry Operator shall offer Registrar the option to obtain initial domain name registrations for periods of one to ten years at the discretion of Registrar, but no greater than ten years. Registry Operator shall offer Registrar the option to obtain domain name registration renewals for periods of one to ten years at the discretion of Registrar, but no greater than ten years.

4.4.2 Initial Domain Name Registrations. Registry Operator shall provide Registrar with no less than ninety (90) calendar days' written notice of any price increase.

4.4.3 Renewal of Domain Name Registrations. Registry Operator shall implement a uniform pricing for domain registration renewal under which the price for renewal must be identical to all other renewals in place at the time and such price must take into account universal application of any refunds, rebates, discounts, product trying or other programs in place at the time of renewal, except as specifically exempted in clause 2.10 (c) of the Registry Agreement. Where applicable, Registrar will provide Registry Operator with documentation that demonstrates that the applicable registrant expressly agreed in its registration agreement with registrar to higher Renewal Pricing at the time of the initial registration of the domain name following clear and conspicuous disclosure of such Renewal Pricing to such registrant. Furthermore Registry Operator shall provide Registrar with no less than one hundred and eighty (180) calendar days' written notice of any price increase; except that in the first year after the Registry Operator has entered into the Registry Agreement, the Registry Operator need only provide forty five (45) days' written notice where the renewal price is less than or equal to the price for initial domain name registration.



5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

- 5.1.1** The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
- 5.1.2** The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
- 5.1.3** The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors 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.

- 5.1.4** The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- 5.1.5** The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
- 5.1.6** Notwithstanding the foregoing, this subsection 5.1 imposes no obligation upon the parties with respect to information that (a) is disclosed with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure; or (d) is independently developed by the Receiving Party, without use of the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure.
- 5.1.7** In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.
- 5.1.8** The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

5.2 Intellectual Property.

- 5.2.1** Subject to clause 3.5, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, or its 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, 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.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1 Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator, its service providers (including registry back-end service provider) and their respective employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any affiliate of Registry Operator based on or arising from any claim or alleged claim, from any third party, except where due to the negligence, error or omission of Registry Operator and its service providers:

- (i) relating to any product or service of Registrar;
- (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or

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(iii) relating to 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) relating to the performance of any obligation of Registrar whether under this Agreement or mandated by ICANN which results in damage to a third party;

(v) relating to actual or alleged infringement of a third party's intellectual property or other rights arising out of or in connection with Registrar's performance of its obligations under this Agreement;

provided, however, that in any such case: (a) Registry Operator provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for its actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2 Limitation of Liability. EXCEPT AS PROVIDED IN EXHIBIT A, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATIONS OF THIS AGREEMENT. IN ADDITION, IN NO EVENT SHALL REGISTRY OPERATOR'S LIABILITY EXCEED THE LESSER OF (i) THE AMOUNT OF FEES PAID BY REGISTRAR TO REGISTRY OPERATOR, EXCLUDING ANY FEES PAID UNDER SECTION 4.1.2 ABOVE, IN THE PRECEDING 12 MONTH PERIOD OR (ii) \$100,000.

7. DISPUTE RESOLUTION.

7.1 Disputes arising under or in connection with this Agreement, including requests for specific performance, may be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the London Court of International Arbitration ("LCIA"), upon mutual written agreement. The arbitration shall be conducted in the English language and shall occur in London, England. There shall be one arbitrator which/who shall be chosen by the LCIA.

7.2 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 LCIA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may reallocate the attorneys' fees in conjunction with their award. Any litigation brought to enforce an arbitration award shall be brought in Gibraltar, and this agreement shall be construed in accordance with Gibraltar law.

8. TERM AND TERMINATION

8.1 Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the expiration of the Registry Agreement. In the event that revisions to Registry Operator's approved form of Registry Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not

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receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

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 and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.
- 8.2.2 Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving Registry Operator thirty days' notice of termination.
- 8.2.3 Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
- 8.2.4 Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under clause 9.1.1.
- 8.2.5 Termination in the Event of Insolvency or Bankruptcy.** Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

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

- 8.3.1** Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.
- 8.3.2** Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.
- 8.3.3** All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.
- 8.3.4** All fees owing to Registry Operator shall become immediately due and payable.

8.4 Survival. In the event of termination of this Agreement, the following shall survive: (i) clauses 2.6, 3.4, 3.5, 3.17, 5.1, 5.2, 6.1, 6.2, 7.1, 8.3, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13 and 9.14 (ii) the Registered Name Holder's indemnification obligation under clause 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1 Assignments.

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9.1.1 Assignment to Successor Registry Operator. In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN into 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 days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

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

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

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

If to Registrar, as set out in the Framework Agreement.

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If to Registry Operator:

[Global Registry Services Limited](#)

[327 Main Street](#)

Gibraltar GX11 1AA

Office: +350 [200 73520](#)

Deleted: Chief Legal Officer
Famous Four Media

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Ocean Village,

Deleted: 2165 0000

9.3 Representations and Warranties.

9.3.1 Registrar. Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor under the most current registry accreditation agreement (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

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9.3.2 Registry Operator. Registry Operator represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of Gibraltar (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator, and (4) no further approval, authorization or consent of any

governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

9.3.3 Disclaimer of Warranties. THE EPP, APIS, REGISTRY TOOLKIT, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE EPP, APIS, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIS, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIS, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE 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, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

9.4 Insurance. During the Term of this Agreement, and any renewal Terms, Registrar shall have in place at least US \$500,000 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 copy of the certificate of insurance to Registry Operator upon Registry Operator's reasonable request.

9.5 Third-Party Beneficiaries. The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. 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. Except as stated otherwise in this Agreement, the rights of third parties to this Agreement are strictly excluded.

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, 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), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of non-performance as soon as possible.

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- 9.8 Amendments.** Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.
- 9.9 Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 9.10 Attorneys' Fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).
- 9.11 Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- 9.12 Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- 9.13 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.
- 9.14 Entire Agreement.** Except as otherwise stated, this Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 9.15 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.

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EXHIBIT A

SERVICE LEVELS EXHIBIT: PERFORMANCE CREDITS

1. **General.** Registry Operator shall operate the Registry Services in accordance with the Registry Performance Specifications as set forth in Specification 10 of the ICANN Agreement, as currently set forth at <http://newgtlds.icann.org/en/applicants/agb/guidebook-full-04jun12-en.pdf> (the "ICANN SLA"). The ICANN SLA shall be measured by ICANN according to the processes described therein. In addition, Registry Operator shall operate the Registry Service according to the enhanced service levels describe in the "Registry Operator Obligations" column in the table below (the "Registry Operator SLA"). The Registry Operator SLA shall be measured by Registry Operator according to the processes described in Sections 5-8 of this Exhibit A. The definitions as set out in the Registry Registrar Agreement shall apply, unless defined herein in this Exhibit.

Current SLA Performance Report Parameters	ICANN gTLD parameters	ICANN Requirement	Registry Operator Obligations	Credit for Failure to meet Registry Operator Obligations ("Performance Credits")
Service Availability – SRS	EPP service availability	98.00% per month	99.90% per month	See Table 1(a)
Service Availability – Nameservers	DNS service availability	100.00% per month	100.00%	See Table 1(b)
Service Availability- Whois	RDDS availability	98.00% per month	99.95% per month	See Table 1(a)
Processing Time - Add, Modify, Delete of all objects	EPP session- & transform-command RTT	<4000 ms / <4000ms for 90% of the monthly transactions	<3000 ms / <3000ms for 90% of the monthly transactions	Credits equal to \$1,000 for every 1% below the SLR target.
Processing Time – Query Domain	EPP query-command RTT	<2000 ms for 90% of the monthly transactions	<1000 ms for 90% of the monthly transactions	Credits equal to \$1,000 for every 1% below the SLR target.
Processing Time – Whois Query	RDDS query RTT	<2000 ms for 95% of the monthly transactions	<1500 ms for 95% of the monthly transactions	Credits equal to \$1,000 for every 1% below the SLR target.
Processing Time - Nameserver Resolution	UDP/TCP DNS resolution RTT	<500 ms / <1500 ms for 95% of the monthly transactions	<350 ms / <1000 ms for 95% of the monthly transactions	Credits equal to \$1,000 for every 1% below the SLR target.

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Update Frequency – Nameserver	DNS update time	<60 min for 95% of the monthly transactions	<15 min for 95% of the monthly transactions	Credits equal to \$1,000 for every 1% below the SLR target.
Update Frequency - Whois	RDDS update time	<60 min for 95% of the monthly transactions	<15 min for 95% of the monthly transactions	Credits equal to \$1,000 for every 1% below the SLR target.
Planned Outage Duration - SRS	EPP service availability	<14.4 hours (98%) per month	<8 hours per month	Any planned outage in excess of the Registry Operator Obligation shall be counted towards unplanned outage.
Planned Outage Duration - Whois	RDDS availability	<14.4 hours per month	<8 hours per month	Any planned outage in excess of the Registry Operator Obligation shall be counted towards unplanned outage.

Table 1(a)

Failure time below Registry Operator Obligation	<30 seconds	30 seconds – 2 minutes	2 minutes- 10 minutes		10-30 minutes	Over 30 minutes
Monthly Credit	\$750	\$1,500	\$2,500		\$3,750	\$5,000

Table 1(b)

Failure time below Registry Operator Obligation	<10 minutes	10-30 minutes	30-60 minutes	1-2 hours	2-4 hours	Over 4 hours
Annual Credit Amount	\$5,000	\$7,500	\$10,000	\$12,500	\$15,000	\$20,000

2. Credits.

- a. An "Affected Registrar" means any Registrar which actually notifies the Registry Operator of any performance failure under this SLA ("Performance Failure") to the following email address: compliance@grs.domains. In order to qualify for Performance Credits, all notices of Performance Failure **must** be sent during the actual occurrence of the relevant Performance Failure. If a Registrar fails to notify

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the Registry Operator in the relevant timeframe, their Performance Credits will not be awarded.

- b. If Registry Operator fails to meet the service levels set forth in the "Registry Operator Obligations" column of the table in Section 1 above due to Performance Failure, Registry Operator shall issue Performance Credits to any Affected Registrar on a pro rata basis with all Affected Registrars (i.e. the credits listed in the table above will be shared between all Affected Registrars). For the avoidance of doubt, the parties acknowledge that there shall be no credits awarded for failure to meet the ICANN SLAs or where the performance failure is due to any system failure on the part of the Registrar or for any negligence, error or omission of the Registrar which results in the Performance Failure.
 - c. **Except as set forth in Section 9(c) below, the remedies set forth in this Exhibit shall be the sole and exclusive remedies available to Affected Registrar for the failure to meet such performance specifications.**
 - d. The credits due to Affected Registrar shall be paid as an offset to fees owed to Registry Operator by Affected Registrar and shall be reflected in the invoice to Affected Registrar after such Service Level violation(s) occurred. If Affected Registrar has a credit balance upon termination or expiration of the Agreement, such balance shall be applied against the charges on the final invoice. If a credit balance remains after such final invoice, such credit may be applied against any fees owed, if applicable, or paid in cash to Affected Registrar.
 - e. If an event impacts more than one (1) service level, it shall only trigger Performance Credits towards one of the service levels and not towards all of the service levels that were potentially impacted during the event. For example, if there was an event which resulted in a violation of DNS Availability, there would also be a violation of DNS response and update times. However, Performance Credits would only be applied toward the highest penalty of the service levels and not to all.
3. **Service Level Cap.** Except in the event of a DNS (nameserver) availability, for all other Registry Operator obligations described in the table above, in no event shall the aggregate amount of credits due and payable to the Affected Registrar under this Exhibit, exceed twenty-five percent (25%) of the Transaction Fees attributable to the applicable TLD due and payable to Registry Operator under this Exhibit during the previous year (the "Credit Cap"). SLA credits shall not be cumulative or accumulate from one year to the next.
 4. **Exclusions.** In determining whether Registry Operator has met any service level requirement, failures and interruptions caused by factors not within Registry Operator's span of control shall be excluded. Such factors shall include, by way of example and not limitation:
 - a. Service, facilities, hardware or software not provided by or under the control of Registry Operator prior to the Connection point. The "Connection point" shall mean the Registry Operator operated infrastructure and active routing used by all Registrars to connect to Registry Operator's point of presence.
 - b. Errors, acts or omissions from or by Affected Registrar or their customers
 - c. Registry Operator scheduled maintenance (subject to the restrictions contained herein);
 - d. Any event arising before the Connection;
 - e. A Force Majeure event (as defined in the Agreement).
 5. **Service Availability for Registry Operator Obligation.** Service Availability is defined as the time, in minutes, that the Registry's Core Services (SRS, Nameserver, and Whois Services) are

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responding to its users. Service is unavailable when a service listed in paragraph 1 is unavailable to all users, that is, when no user can initiate a session with or receive a response ("Unavailability").

Service Availability is measured as follows:

- Service Availability % = $\frac{((TM - POM) - UOM)}{(TM - POM)} * 100$ where:
- TM = Total Minutes in the Service Level Measurement Period (#days*24 hours*60 minutes)
- POM = Planned Outage Minutes (sum of (i) Planned Outages and (ii) Extended Planned Outages during the Service Level Measurement Period)
- UOM = Unplanned Outage Minutes (Difference between the total number of minutes of Unavailability during the Service Level Measurement Period minus POM).

This calculation is performed and the results reported for each calendar month for SRS and Whois availability and for each calendar year for Nameserver availability.

6. **Planned Outages for Registry Operator Obligation.** Registry Operator will perform regular maintenance to the Registry Services from time to time ("Planned Outage"). The Planned Outage Duration defines the maximum allowable time, in hours and minutes that Registry Operator is allowed to take the Registry Services out of service for regular maintenance. Planned Outages are planned in advance and Affected Registrar is provided warning ahead of time.
7. **Processing Time for Registry Operator Obligation.** Processing Time is an important measurement of transaction-based services like the Registry Services. Processing Time refers to the time that Registry Operator receives a request and sends a response to that request. Since each of the Registry Services has a unique function the Performance Specifications for Processing Time are unique to each of the Registry Services.
 - a. Processing Time—Add, Modify, Delete
 - i. Processing Time - Add, Modify, and Delete is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for add, modify, and delete transactions associated with domain names, nameservers, contacts, and registrar profile information.
 - ii. The performance specification is 3 seconds for 90% of the transactions processed. That is, 90% of the transactions will take 3 seconds or less from the time the Registry Operator receives the request to the time it provides a response.
 - b. Processing Time—Query Domain
 - i. Processing Time - Query Domain is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for an availability query of a specific domain name.
 - ii. The performance specification is 1 second for 90% of the transactions. That is, 90% of the transactions will take 1 seconds or less from the time Registry Operator receives the query to the time it provides a response as to the domain name's availability.
 - c. Processing Time—Whois Query
 - i. Processing Time - Whois Query is only applicable to the Whois. It measures the processing time for a Whois Query.

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- ii. The performance specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the Whois receives a query to the time it responds.
 - d. Processing Time—Nameserver Resolution
 - i. Processing Time - Nameserver Resolution is only applicable to the Nameserver. It measures the processing time for a DNS query.
 - ii. The Performance Specification is .35 seconds for 95% of the transactions. That is, 95% of the transactions will take .35 seconds or less from the time Nameserver receives the DNS query to the time it provides a response.

8. **Update Frequency for Registry Operator Obligation.** The committed Performance specification with regard to Update Frequency for both the Nameserver and the Whois is 15 minutes for 95% of the transactions. That is, 95% of the updates to the Nameserver and Whois will be effectuated within 15 minutes. This is measured from the time that the registry confirms the update to the registrar to the time the update appears in the Nameserver and Whois. Update Frequency Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis.

9. **Catastrophic and Chronic Failure**

- a. A “**Catastrophic Failure**” is the occurrence of one or more of the following events:
 - An DNS Service Availability failure that individually or collectively equals or exceed 3 hours in a given week.
 - A WHOIS Availability failure that individually or collectively equals or exceeds 20 hours in a given week, or
 - An SRS Availability failure that individually or collectively equals or exceeds 20 hours in a given week.
- b. A “**Chronic Failure**” is the occurrence of a DNS, WHOIS or Service Availability failure, where Registry Operator fails to achieve each individual service level for 3 consecutive months in a year or 6 non-consecutive months in a year.
- c. In the event that Registry Operator has a Catastrophic or Chronic Failure as defined above, Affected Registrar shall have the right to terminate this Agreement.

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EXHIBIT B

2018 PRICE LIST

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Wholesale Price List (USD)

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FFM PRODUCT PRICE LIST	Wholesale Price USD	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Sunrise											
Sunrise Registration	\$98.00	\$98.00	\$115.98	\$135.96	\$153.74	\$171.13	\$184.41	\$197.20	\$209.89	\$222.68	\$232.87
Sunrise Renewal	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85
Sunrise Transfer	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85
Landrush (if Landrush operated)											
Landrush Registration	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85
Landrush Renewals	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85
Landrush Transfers	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85
General Availability											
GA Registration	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85
GA Renewals	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85
GA Transfers	\$19.98	\$19.98	\$35.96	\$56.94	\$74.33	\$91.41	\$103.70	\$115.73	\$127.87	\$140.26	\$149.85

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Wholesale Price List (EUR)

Famous Four Media

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FFM PRODUCT PRICE LIST	Wholesale Price EUR	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Sunrise											
Sunrise Registration	€ 73.50	€ 73.50	€ 86.99	€ 101.97	€ 115.31	€ 128.35	€ 138.31	€ 147.90	€ 157.42	€ 167.01	€ 174.65
Sunrise Renewal	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39
Sunrise Transfer	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39
Landrush (if Landrush operated)											
Landrush Registration	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39
Landrush Renewals	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39
Landrush Transfers	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39
General Availability											
GA Registration	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39
GA Renewals	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39
GA Transfers	€ 14.99	€ 14.99	€ 26.97	€ 42.71	€ 55.74	€ 68.56	€ 77.77	€ 86.80	€ 95.90	€ 105.19	€ 112.39

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EXHIBIT C

1. INTRODUCTION

This Data Processing Exhibit establishes the Parties' respective responsibilities for the Processing of Shared Personal Data under this Agreement. 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 Exhibit is executed by and between the Registry and Registrar as an Exhibit to the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

2. DEFINITIONS

- a) Applicable Agreements. Collectively means this Data Processing Exhibit, the Registrar Accreditation Agreement ("RAA"), the Registry Agreement ("RA"), and this RRA, 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 the RRA is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to the RRA.
- 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 Exhibit 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 Exhibit.
- b) Subject Matter. This Data Processing Exhibit 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 Exhibit 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 Exhibit:
 - 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 Exhibit, only the roles of the Registry and the Registrar are applicable.
 - iv. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.

4. FAIR AND LAWFUL PROCESSING

- a) Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Exhibit 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 Exhibit. 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 Exhibit 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 Exhibit 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 Exhibit, but generally must include:

i. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Exhibit 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 Exhibit.

g) The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Data Processing Exhibit 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 Exhibit (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 Exhibit) 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 Exhibit, 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 Exhibit, 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 Exhibit. 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 Exhibit, 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 Exhibit, 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 Exhibit 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 Exhibit, 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 Exhibit.

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 Exhibit, as applicable.

In the event Applicable Laws change in a way that the Data Processing Exhibit 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 Exhibit 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 Exhibit, 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 Exhibit is applicable, but will abide by the terms of this Data Processing Exhibit for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.

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

Registrant Name: Example Registrant Street: 1234 Admiralty Way

City: Marina del Rey State/Province:

CA Postal Code: 90292 Country: US

Phone Number: +1.3105551212

Fax Number: +1.3105551213 Email:

registrant@example.tld Admin Contact: Jane

Registrant Phone Number: +1.3105551214

Fax Number: +1.3105551213

Email: janeregistrar@example-registrant.tld Technical

Contact: John Geek

Phone Number: +1.3105551215

Fax Number: +1.3105551216

Email: johngeek@example-registrant.tld

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