

Registry-Registrar Agreement .MAKEUP

This Registry-Registrar Agreement (the "Agreement") is made and entered into by and between L'Oréal USA, Inc., a corporation formed under the laws of the State of Delaware ("Registry" or "Registry Operator" or "RO"), and

[REGISTRAR] with its offices located at [REGISTRAR ADDRESS]: ("Registrar").

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .MAKEUP top-level domain ("MAKEUP TLD" or the "TLD") and to offer registrations in the .MAKEUP TLD;

WHEREAS the .MAKEUP TLD was delegated into the DNS Root by the Internet Assigned Numbers Authority on January 15, 2016;

WHEREAS, multiple registrars may provide Internet domain name registration services within the .MAKEUP TLD;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .MAKEUP TLD.

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

1. DEFINITIONS

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

1.2. "**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.

1.3. "**DNS**" means the Internet domain name system.

1.4. "**Effective Date**" means the date on which this Agreement is first executed by both parties.

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

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

1.7. "**ICANN Requirements**" consist of the obligations set forth in the Registry Agreement, the obligations set forth in the latest version (including additional appendices) of the ICANN Registrar Accreditation Agreement, any ICANN Temporary Specifications or Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at <http://www.icann.org/general/consensus-policies.htm>.

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

~~1.9. "Qualified Launch Program" a.k.a. "QLP" means a specific launch phase before the sunrise period during which domain names can be allocated by Registry Operator to third parties as allowed for by the Registry Agreement as well as ICANN's RPM policies and the corresponding QLP Addendum.~~

~~1.10. "Registered Name" refers to a domain name within the domain of the .MAKEUP TLD, whether consisting of two or more (e.g., john.smith.MAKEUP) levels, about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).~~

~~1.11. "Registered Name Holder" means the holder of a Registered Domain Name.~~

~~1.12. "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN dated January 15, 2015 for the operation of the .MAKEUP TLD, as the same may be amended from time to time.~~

~~1.13. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the .MAKEUP TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or WHOIS queries, for some or all of those names.~~

~~1.14. "Registry Policies" include those policies, procedures, guidelines, launch plans and criteria promulgated by Registry Operator and updated from time to time, as authorized by ICANN in the Registry Agreement, including such policies published by Registry Operator on the Registry Website, which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement. Any changes made by Registry to the Registry Policies will be posted on Registry Website and will go into effect no fewer than thirty (30) days after posting.~~

~~1.15. "Registry Service Provider" means the third party listed in Exhibit B hereto, contractually bound to operate the .MAKEUP TLD technical infrastructure, including without limitation the Registry System and Registry Database, and provide the Registry Services to third parties, on behalf of Registry Operator.~~

~~1.16. "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 for the .MAKEUP TLD 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.~~

~~1.17. The "Registry System" means the registry system operated by Registry Operator for Registered Names in the .MAKEUP TLD.~~

~~1.18. The "Registry Website" means the Registry's primary website, accessible at nic.makeup, or whatever website nic.makeup resolves to, where information about the Registry and Registry Policies can be found.~~

~~1.19. "Start-Up Process" consists of, but is not limited to: QLP, Sunrise, and GA as defined in the Registry Agreement and further refined in the Registry Policies and other relevant documents.~~

1.20. "**Term**" means the term of this Agreement, as set forth in Subsection 10.1.

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

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

2. OBLIGATIONS OF REGISTRY OPERATOR

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

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 Subsection 5.1.

2.3. Changes to System. Registry Operator or Registry Service Provider may from time to time make modifications to the EPP, APIs, or other software provided by Registry Service Provider pursuant to this Agreement, that will revise or augment the features of the Registry System. Registry Operator will provide Registrar with ninety (90) days notice prior to the implementation of any material changes and thirty (30) days notice prior to the implementation of any non-material changes to the EPP, APIs or software provided by Registry Service Provider pursuant to this Agreement.

2.4. Engineering and Customer Service Support. During the Term of this Agreement, Registry Operator, through its Registry Service Provider, will provide 24x7x365 telephone and e-mail customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for engineering and other issues solely relating to the Registry System and its operation. Detailed contact information for such support of the Registry System, EPP, APIs and Software can be found in Exhibit B.

2.5. 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 and Registrar 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, and such Personal Data may only be used for TLD-related or internal business purposes. Registry Operator may from time to time use the demographic data collected for statistical analysis or other business purposes, provided that this use will not disclose Personal Data and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use. For the avoidance of doubt, the provisions of this paragraph do not apply to publicly available information.

2.6. Service Level Agreement. Registry Operator shall use commercially reasonable efforts to obligate its Registry Service Provider to meet the performance specifications set forth in Specification 10 to the Registry Agreement.

2.7. ICANN Requirements. Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements and shall require any Registered Name Holders to comply with such requirements in accordance with the timeline defined by ICANN.

~~2.8. **New Registry Services.** Registry Operator shall provide Registrar no less than ninety (90) days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.3 above.~~

~~2.9 **Unavailable or Premium Domain Names.** If requested by Registrar, Registry Operator or Registry Operator's Registry Service Provider will provide Registrar with access to: (i) a list of all domain names in the TLD that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered and (ii) a list of all domains that are priced differently than standard pricing for the TLD, including price information needed to support registration, renewal, redemption, and transfer transactions. Registry Operator will provide at least ninety (90) days notice for any changes to the pricing of unregistered standard domain names, and one hundred eighty (180) days notice for any changes to the pricing of any Registered Name.~~

~~2.10 **Rights Protection Mechanisms.** Registry Operator will submit to proceedings under, and abide by all decisions made by panels in accordance with: (a) the Uniform Rapid Suspension System ("URS"), (b) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), and (c) the Trademark Post-Delegation Dispute Resolution Procedure ("PDDRP"), each designed by ICANN as described in more detail at the below URLs:, as may be updated from time to time.~~

~~URS: <http://www.icann.org/en/news/announcements/announcement-05mar13-en.htm>~~

~~UDRP: <http://www.icann.org/en/help/dndr/udrp>~~

~~PDDRP: <http://newgtlds.icann.org/en/program-status/pddrp>~~

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 .MAKEUP TLD.~~

~~3.2. **Communication with Registered Name Holder.** Subject to the notice provisions provided herein, Registrar shall not communicate any information to a Registered Name Holder which is inconsistent or otherwise not in compliance with (i) Registry Policies, (ii) the terms of this Agreement, or (iii) any operational standards, procedures and practices established from time to time by Registry Operator and either publicly posted by Registry Operator on the Registry Website or directly communicated to Registrar. Registrar shall allow Registry Operator to communicate with the Registered Name Holder (e.g. to request additional information regarding compliance requirements) to ensure that Registered Name Holder is in compliance with Registry Policies, or in complying with law enforcement or a court order.~~

~~3.3. **Registrar Responsibility for Customer Support.** Registrar shall at a minimum 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. Notwithstanding the foregoing and with the exception of fulfilling preexisting obligations to Registered Name Holders, Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, cancellations, modifications, renewals, deletions, redemptions or transfers of Registered Names.~~

~~3.4. **Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder ("Registration Agreement"). Registrar's Registration Agreement may contain multiple alternative forms and Registrar may from time to time amend those forms of Registration Agreement or add alternative forms of Registration Agreement,~~

provided that all versions of the agreement bind the Registered Name Holder to all Registry Policies, bind the Registered Name Holder to all ICANN Policies, include those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

~~3.5 Compliance with Terms and Conditions.~~ Registrar shall comply with each of the following requirements, and further shall include in its Registration Agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

~~3.5.1. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and~~

~~3.5.2. Operational standards, policies, procedures, and practices for the .MAKEUP TLD established from time to time by Registry Operator, including without limitation all Registry Policies and registration application requirements. Any additional or revised Registry Operator operational standards, policies, procedures, and practices for the .MAKEUP TLD shall be effective thirty (30) days after posting on Registry Website. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's registration agreement.~~

~~3.6. 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, 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 and the use thereof. The Registration Agreement shall further require this indemnification obligation survive the termination or expiration of the Registration Agreement.

~~3.7 Additional Requirements for Registration Agreement.~~ In addition to the provisions of Subsections 3.5 and 3.6, in its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

~~3.7.1. Consent to the collection, use, copying, distribution, publication, modification and other processing of the Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory local data protection, laws and privacy;~~

~~3.7.2. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and Uniform Rapid Suspension System ("URS");~~

~~3.7.3. Correct and update the registration information for the Registered Name during the registration term for the Registered Name;~~

~~3.7.4. Agree to be bound by the terms and conditions of the initial launch of the .MAKEUP TLD, including without limitation the QLP and Sunrise period and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the QLP, Sunrise period or GA including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise registration;~~

~~3.7.5. Abstain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activities contrary to applicable law;~~

~~3.7.6. Acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable Registry Policies and ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities described in Subsections 3.7.5 above; or (7) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute; Registry Operator will provide Registrar notice of any cancelation, transfers or changes made to any registration by Registry Operator not initiated by the Registrar. Registry Operator will use best efforts to cause such notice to be provided via EPP command, knowing that is Registrar's preferred method of receipt; and~~

~~3.7.7. Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .MAKEUP TLD.~~

~~**3.8. Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the .MAKEUP 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 for Registry Operator's operation of the .MAKEUP TLD. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Operator in a timely manner.~~

~~**3.9. Security.** Registrar shall develop and employ in its domain name registration business all necessary 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 (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of 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.~~

~~3.9.1. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registry Operator will accept a certificate for SSL connections. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by the Registry Service Provider and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Registry Operator within twenty four (24) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.~~

~~3.9.2. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the Registrar of such modifications within 300 seconds of modification. Documentation of these mechanisms shall be made available to Registrar by Registry Operator. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) days.~~

~~3.10. **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 System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Except in the case of an emergency, Registry Operator will provide advance notice via email and phone call to Registrar's technical contact. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.~~

~~3.11. **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 control.~~

~~3.12. **Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and from Registrar to another registrar pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").~~

~~3.13. **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, regulations and Registry Policies limiting the domain names that may be registered.~~

~~3.14. **Compliance with Anti-Bribery Laws.** In performance of its obligations under this Agreement, Registrar will comply with all applicable commercial and public anti-bribery laws ("Anti-Bribery Laws"), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government owned or government controlled companies, public international organizations, and political parties. Furthermore, Registrar will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.~~

~~3.15. **Other Obligations Concerning Third Party Intellectual Property Rights.** Registrar will also cooperate and comply with all notices and other claims of rights as appropriate including (i) notices or claims of rights issued by the ICANN Trademark Clearinghouse (TMCH) or in connection with TMCH data, and (ii) notices or claims of rights issued in compliance with the Digital Millennium Copyright Act (DMCA) in the United States and other applicable statutes and customs concerning copyrights as recognized by other nations.~~

4. LAUNCH PHASES & RESTRICTIONS

4.1 Registry Operator will include a detailed Launch Plan in the Registry Policies posted on the Registry Website. Updates made by Registry Operator to the Launch Plan will go into effect thirty

~~(30) days after being posted on the Registry Website, provided however, that all updates will be subject to related required ICANN notice periods.~~

~~4.2 Registry Operator's Launch Plan may include the following phases:~~

~~4.2.1 Sunrise: Registry Operator will run a Start Date Sunrise Period for the TLD in accordance with ICANN policy and requirements.~~

~~4.2.2 General Availability: Registry Operator will conclude launch by transitioning the .MAKEUP TLD to a General Availability phase during which registrants may apply to register domain names on a rolling basis. Registry Operator will begin General Availability with a 7 day Early Access Window ("EAW") during which EAW pricing will apply. Registrar agrees and understands that EAW may require additional development and/or technical work to be able to offer EAW domains. However, Registrar will not be required to participate in or support EAW if it chooses not to. After the first seven days of GA the TLD will move to open access and standard GA pricing will apply.~~

~~5. FEES~~

~~5.1. Amount of Registry Operator Fees.~~

~~5.1.1. Registrar agrees to pay Registry Operator or its designee in accordance with the fee schedule set forth in Exhibit A for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right, from time to time, to modify the Fees in a manner consistent with this Agreement, ICANN policies and Registry Policies.~~

~~5.1.2. In addition, Registrar agrees to pay Registry Operator or its designee the applicable Variable Registry Level Fees assessed to Registry Operator by ICANN, as permitted by Subsection 6.3 of the Registry Agreement, by no later thirty (30) days after the date of an invoice from Registry Operator for such fees.~~

~~5.2. **Payment of Fees.** In advance of incurring any Registration Fees, Registrar shall establish a Deposit Account, Credit Facility, or Payment Security acceptable to Registry Operator, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt and for applications for initial and renewal Registered Name 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, Credit Facility or Payment Security approved by Registry Operator.~~

~~5.3. **Taxes.** All Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value added taxes, but excluding taxes based on the net income of Registry Operator) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne solely by Registrar and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to Registry Operator shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Registry Operator receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.~~

~~5.4. **Credit Facility or Payment Security.** The terms of the Credit Facility or Payment Security shall be determined by Registry Operator, in its sole discretion, and may be amended from time to time with no less than forty five (45) days written notice to Registrar.~~

~~6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY~~

~~6.1. Use of Confidential Information.~~ During the Term of this Agreement, a party may be required to disclose its Confidential Information (the "Disclosing Party") 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:

~~6.1.1.~~ 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.

~~6.1.2.~~ 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.

~~6.1.3.~~ Except as expressly contemplated hereunder, 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.

~~6.1.4.~~ The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

~~6.1.5.~~ The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

~~6.1.6.~~ Notwithstanding the foregoing, this Subsection 6.1 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.

~~6.1.7.~~ 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.

~~6.1.8.~~ The Receiving Party's duties under this Subsection 6.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties. Upon expiration or termination, or at the Disclosing Party's request, the Receiving Party will return or destroy Confidential Information in the Receiving Party's possession.

~~6.2 Intellectual Property.~~

~~6.2.1.—Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, or its suppliers and/or licensees, including without limitation its Registry Service Provider, shall own all right, title and interest in and to the EPP, APIs, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.~~

~~6.2.2.—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.~~

7. INDEMNITIES AND LIMITATION OF LIABILITY

~~7.1. **Indemnification.** Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its parent, 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: (i) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; (ii) relating to Registrar's violation of ICANN requirements; (iii) as a result of Registrar's failures to include adequate provisions in its Registration Agreement pursuant to Section 3 above to hold a Registered Name Holder liable for impermissible conduct, or (iv) relating to Registrar's domain name registration business, including, but not limited to, Registrar's domain name application process, systems and other processes, fees charged, billing practices and customer service. 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 when incurred, 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. Registry Operator, at its own expense and within thirty (30) calendar days after presentation of a demand by Registrar under this Section, will indemnify, defend and hold harmless Registrar and its parent, employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registrar or any affiliate of Registrar based on gross negligence of Registry Operator or arising from any claim or alleged claim that the APIs, EPP, Registry Services, or Registry System infringe an intellectual property right of any third party. Registry Operator will not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld. Registry Operator will pay any and all costs, damages, and expenses when incurred, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.~~

~~7.2. **Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATIONS OF THIS AGREEMENT. IN ADDITION, EXCEPT FOR A BREACH OF SECTION 6 OR THE INDEMNIFICATION OBLIGATIONS IN SECTION 7, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID OR PAYABLE BY REGISTRAR TO REGISTRY OPERATOR, EXCLUDING ANY FEES PAID UNDER SECTION 5.1.2 ABOVE, IN THE PRECEDING TWELVE (12) MONTH PERIOD OR (II) \$100,000.~~

~~7.3 **Disclaimer of Warranties.** ALL ITEMS PROVIDED BY REGISTRY OPERATOR HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS~~

~~OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, OF ANY ITEMS PROVIDED BY REGISTRY OPERATOR HEREUNDER.~~

~~7.4 **Reservation of Rights.** Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the .MAKEUP TLD; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with Registry Policies and any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) for violations of this Agreement; (6) following an occurrence of any of the prohibited activities described in Subsection 3.7 above; or (7) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to freeze a Registered Name, including without limitation, placing a Registered Name on hold, lock, or other status, during the resolution of any dispute or in order to comply with Registry Policies.~~

~~8. INSURANCE~~

~~8.1. **Insurance Requirements.** Registrar shall acquire, on or before the Effective Date, at least One Million Dollars (\$1,000,000 USD) in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a certificate of insurance to Registry Operator, current as of the Effective Date, upon Registry Operator's reasonable request.~~

~~9. DISPUTE RESOLUTION.~~

~~9.1. **Dispute Resolution.** This Agreement is to be construed in accordance with and governed by the laws of the State of New York and the Parties expressly submit to the jurisdiction of the State and Federal courts in New York County, New York. 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 International Court of Arbitration of the International Chamber of Commerce ("ICC") upon mutual agreement by the parties. The arbitration shall be conducted in the English language and shall occur in New York, New York, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in a state or federal court in New York, New York, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in New York, New York, USA, which shall not be a waiver of this arbitration agreement.~~

~~10. TERM AND TERMINATION~~

~~10.1. **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 last day of the calendar month which is three (3) years after the Effective Date. The Term of this Agreement shall automatically renew for additional two (2) year periods unless either party provides notice to the other of termination, in writing, at least thirty (30) days prior to the end of the initial or any renewal Term. 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 sixty (60) 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 receive such executed amendment or notice of termination from Registrar within such sixty (60) day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

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

10.2.1. **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 (30) calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

10.2.2. **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.

10.2.3. **Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 11.1.1.

10.2.4. **Termination in the Event of Insolvency or Bankruptcy.** Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

10.2.5. **Termination in the Event of Legal Infraction.** Registry Operator may terminate this Agreement if Registrar, or any of its officers or directors, is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Registry Operator reasonably deems as the substantive equivalent of those offenses.

10.2.6. **Registry Operator may terminate this Agreement in the event Registrar continues acting in a manner that Registry Operator has reasonably determined endangers the stability or operational integrity of the Internet, the .MAKEUP TLD and its users, or the Registry System after receiving seven (7) calendar days' written notice of that determination.**

10.2.7. **Registrar may terminate this Agreement at any time, for any reason, by providing sixty (60) days prior written notice.**

10.2.7. **Registry Operator may terminate this Agreement at any time, for any reason, by providing sixty (60) days prior written notice.**

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

~~10.3.1. 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.~~

~~10.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.~~

~~10.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.~~

~~10.3.4. All Fees owing to Registry Operator shall become immediately due and payable.~~

~~10.4. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.5, 3.6, 6.1, 6.2, 7.1, 7.2, 9.1, 10.3, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11, and 11.12 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.6. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.~~

11. MISCELLANEOUS

11.1. Assignments.

~~11.1.1. **Assignment to Successor Registry Operator.** In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent Registry Agreement covering the .MAKEUP TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.~~

~~11.1.2. **Assignment in Connection with Assignment of Agreement with ICANN.** In the event that Registry Operator's Registry Agreement with ICANN for the .MAKEUP 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 .MAKEUP 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.~~

~~11.1.3. **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.~~

~~11.2. **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service) to the address or telecopier number set forth beneath the name of such party below, unless party has given a notice of a change of address in writing:~~

If to Registrar:

[REGISTRAR]

[ADDRESS]

Attn: _____

If to Registry Operator:

L'Oréal USA, Inc.
10 Hudson Yards
New York, NY 10001
Attn: Digital Basecamp

with a copy to:

FairWinds Partners LLC
1000 Potomac Street NW, Suite 350
Washington, DC 20007
email: makeupregistry@fairwindspartners.com
phone: +1 202 223 9252
Attn: .MAKEUP Registry Manager

~~11.3 **Investigations.** Nothing in this Agreement, or in any Registration Agreement will be construed to limit Registry Operator's right and ability to investigate, monitor, protect against, or remediate in response to a computer network intrusion or attack or other instance of misuse, abuse, or otherwise unlawful use of the DNS.~~

~~11.4. **Representations and Warranties.** 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, (4) it is a signatory to the 2013 Registrar Accreditation Agreement or a subsequent Registrar Accreditation Agreement as may be approved from time to time by ICANN, (5) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (6) 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. Registry Operator 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 use its best efforts to be, accredited by ICANN or its successor, (4) performance and delivery of this Agreement has been duly authorized by Registry Operator, (6) 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.~~

~~11.5. **Third-Party Beneficiaries.** 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.~~

~~11.6. **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.~~

~~11.7. **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.~~

~~11.8. **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.~~

~~11.9 **Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation (other than payment obligations) or provide service hereunder because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.~~

~~11.10. **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).~~

~~11.11. **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.~~

~~11.12. **Further Assurances.** Each party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.~~

~~11.13. **Entire Agreement.** This Agreement (including its exhibits and those documents incorporated by reference, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.~~

~~11.14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.~~

[SIGNATURE PAGE FOLLOWS]

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

L'ORÉAL USA, INC.

[REGISTRAR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Exhibit A
FEES**

~~.MAKEUP Registration & Renewal Fees~~

Phase	Registration Fee	Renewal Fee
Sunrise	\$500	\$200 per year
EAW Standard Registration (General Availability Days 1-7)	Day 1: \$15,000 Day 2: \$10,000 Day 3: \$7,500 Day 4: \$5,000 Day 5: \$2,000 Day 6: \$1,000 Day 7: \$500	\$200 per year
Standard Registration (General Availability after Day 7)	\$5,000	\$5,000 per year
Premium Domain Name Fees	Seven tiers of premium domain name pricing. Pricing to be set by RO on a name by name basis.	Seven tiers of premium domain name pricing. Pricing to be set by RO on a name by name basis.

Other Fees

Transfer Fee	Applicable Renewal Fee From Above
Sync Fee	\$16.67 per month
Restore Fee	\$50

Exhibit B
REGISTRY SERVICE PROVIDER

The Registry's Registry Service Provider is: Verisign Inc.

~~Verisign Customer Support – Available 24 Hours a day, 7 Days a Week~~

Phone: +1.703.925.6999

Facsimile: +1.703.948.3978

Email: info@verisign-grs.com

Chat: http://Verisigninc.com/en_US/support/dns-support

~~Customer Affairs Office – Available US Eastern Business Hours~~

For contracts and policy inquiries: cao@verisign.com

For marketing enrollment: caocompliance@verisign.com

Facsimile: +1.703.948.3977

~~Helpful Links to Tools Name Store Manager Tool:~~ <https://nsmanager.verisign-grs.com/ncc>

~~FTP Server:~~ <ftp.verisign-grs.com>

~~WhoIS:~~ http://www.verisigninc.com/en_US/products-and-services/register-domain-names/whois

~~.com/.net EPP Software Development Kit:~~ http://www.verisigninc.com/en_US/products-and-services/domain-name-services/registry-products/epp-sdk

~~Verisign Customer Center (VCC):~~ <https://nsmanager.verisign-grs.com/customercenter>

~~EPP (Extensive Provisioning Protocol):~~ <https://epptool-ctld.verisign-grs.com/epptool>

~~Subnet Modification Form:~~ http://www.verisigninc.com/en_US/products-and-services/domain-name-services/grow-your-domain-name-business/subnet

~~IDN Software Development Kit:~~ http://www.verisigninc.com/en_US/products-and-services/domain-name-services/registry-products/idn-sdk

REGISTRY-REGISTRAR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

- vi. "DNS" means the Internet domain name system.
- vii. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.
- viii. "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- ix. "IANA" Internet Assigned Numbers Authority is the authority responsible for the global coordination of the DNS Root, IP addressing, and other Internet protocol resources, or its assigns.
- x. "Registry Agreement" means the Registry Agreement between RO and ICANN for the operation of the Registry TLD or TLDs, as amended from time to time, or as renewed.
- xi. "Registry" or "RO" means a Registry Portfolio Operator serving as RO for a number of TLD's, its successors and assignees.
- xii. "TLD" or "TLDs" shall refer to the generic top-level domain or all domains as delegated by ICANN to RO by Agreement for these strings: *.Makeup*.
- xiii. The "Effective Date" is the date upon which the condition precedents have been meet in paragraphs 2.1 and 2.2 below.
- xiv. "Registered Name" means a domain name within the TLD.
- xv. "Registrant" means the holder of a Registered Name.
- xvi. "Registration Agreement" is the agreement between the Registrant and the Registrar.
- xvii. The word "Registrar," when appearing with an initial capital letter, refers to the entity listed in the preamble above, a Party to this Agreement.
- xviii. "Registrar Services" means services provided by a registrar in connection with the TLD (s), and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.
- xix. "Registry Database" means a database comprised of data about one or more domain names within TLD(s) that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
- xx. "Registry Services" shall mean the service that processes transactions via the Registry System.
- xxi. "Registry Services Provider" or "CentralNic" means CentralNic Ltd of 35-39 Moorgate London EC2R 6AR, the entity authorized by RO to provide the Registry Services, and its successors and assigns.
- xxii. "Registry System" means the registry system operated by the Registry Services Provider for Registered Names in the TLD.
- xxiii. "Registry Policies" include those policies, procedures, guidelines, and criteria promulgated by RO from time to time, and include, ICANN policies applicable to new TLD(s), which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement and are subject to amendment from time to time.
- xxiv. "Term of this Agreement" shall have the meaning set forth in Paragraph 8.3 below.

2. CONDITION PRECEDENT

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

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

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

3. ACCREDITATION.

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

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

4. REGISTRY OBLIGATIONS

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

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

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

4.4. **Handling of Personal Data.** Data about identified or identifiable natural persons ("Personal Data") submitted to the Registry by Registrar under this Agreement will be collected and used by RO and or

CentralNic for the purposes of providing Registry Services as defined in the Registry Agreements (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS") and for purposes of data escrow requirements. In addition:

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

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

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

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

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

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

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

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

5. REGISTRAR'S OBLIGATIONS

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

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

5.3 Registrar's Resellers

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

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

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

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

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

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

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

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

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

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

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

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

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

ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's Registration Agreement.

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

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

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

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

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

5.9.5. acknowledge and agree that RO reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of RO , as well as its affiliates, subsidiaries, officers, directors, and employees and those of CentralNic; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by RO or any Registrar in connection with a domain name registration. RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by RO (in respect of a domain sponsored by the Registrar).

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

- i. The name of the Registered Name being registered;
- ii. The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if available;
- iii. Unless automatically generated by the Registry System, the identity of the Registrar;
- iv. Unless automatically generated by the Registry System, the expiration date of the registration; and
- v. Public Access to Data on Registered Names.
- vi. During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois
- vii. Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD Whois shall consist of the following elements:
 - a. The name being registered;
 - b. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
 - c. The identity of Registrar (which may be provided through Registrar's website);
 - d. The original creation date of the registration;

- e. The expiration date of the registration;
- f. The name and postal address of the Registrant;
- g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
- h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
- i. The Registrar must have the consent of the Registrant to the use, copying, distribution, publication, modification, and other processing of Registered Domain Holder's Personal Data by RO and CentralNic and its designees and agents as necessary for the purposes of providing the domain name.

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

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

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

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

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

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

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

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

5.18 **Non-Uniform Renewal Registrations Pricing.** Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrations, that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name.)

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

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

6.2 In particular in relation to URS:

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

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

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

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

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

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

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

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

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

7. FEES

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

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

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

8. TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

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

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

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

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

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

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

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

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

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

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

9.3 The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

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

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

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

(vi) is disclosed to comply with law, including any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

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

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

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

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

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

11.1 Indemnity. RO, at its own expense and within thirty (30) calendar days after presentation of a demand by Registrar under this Section, will indemnify, defend and hold harmless Registrar, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, (i) any failure on the part of RO's domain name registration systems, and/or (ii) any claim the RO's domain registration systems infringe on another Party's intellectual property; provided, however, that in any such case: (a) Registrar or any other Indemnified Person provides RO with reasonable prior notice of any such Claim, and (b) upon RO's written request, Registrar or any other Indemnified Person will provide to RO all

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

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

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

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

15. Notices, Designations, and Specifications. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against receipt of confirmation of delivery) or by fax (against receipt of answerback confirming delivery) during business hours to the address or fax number set forth beneath the name of such Party below or when delivery as described above is refused by the intended recipient, unless such Party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from RO to Registrar at such time as RO posts any notice, update, modification or other information on its RO website or the CentralNic Console, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new TLD(s) Registry Policy).

If to Registrar:

Address:

Phone:

Fax:

Email:

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

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

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

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

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

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

21. Construction; Severability. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.

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

23. Assignments

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

the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

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

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

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

REGISTRY: XYZ.Com LLC

Name: Daniel Negari

Title: Manager

[RRA Data Processing Addendum For All XYZ TLDs follows]

REGISTRY-REGISTRAR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

- vii. "DNS" means the Internet domain name system.
- viii. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.
- ix. "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- xi. "IANA" Internet Assigned Numbers Authority is the authority responsible for the global coordination of the DNS Root, IP addressing, and other Internet protocol resources, or its assigns.
- xii. "Registry Agreement" means the Registry Agreement between RO and ICANN for the operation of the Registry TLD or TLDs, as amended from time to time, or as renewed.
- xii. "Registry" or "RO" means a Registry Portfolio Operator serving as RO for a number of TLD's, its successors and assignees.
- xiii. "TLD" or "TLDs" shall refer to the generic top-level domain or all domains as delegated by ICANN to RO by Agreement for these strings: *.Makeup*.
- xiv. The "Effective Date" is the date upon which the condition precedents have been meet in paragraphs 2.1 and 2.2 below.
- xv. "Registered Name" means a domain name within the TLD.
- xvi. "Registrant" means the holder of a Registered Name.
- xvii. "Registration Agreement" is the agreement between the Registrant and the Registrar.
- xviii. The word "Registrar," when appearing with an initial capital letter, refers to the entity listed in the preamble above, a Party to this Agreement.
- xix. "Registrar Services" means services provided by a registrar in connection with the TLD (s), and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.
- xx. "Registry Database" means a database comprised of data about one or more domain names within TLD(s) that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
- xxi. "Registry Services" shall mean the service that processes transactions via the Registry System.
- xxii. "Registry Services Provider" or "CentralNic" means CentralNic Ltd of 35-39 Moorgate London EC2R 6AR, the entity authorized by RO to provide the Registry Services, and its successors and assigns.
- xxiii. "Registry System" means the registry system operated by the Registry Services Provider for Registered Names in the TLD.
- xxiv. "Registry Policies" include those policies, procedures, guidelines, and criteria promulgated by RO from time to time, and include, ICANN policies applicable to new TLD(s), which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement and are subject to amendment from time to time.
- xxv. "Term of this Agreement" shall have the meaning set forth in Paragraph 8.3 below.

2. CONDITION PRECEDENT

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

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

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

3. ACCREDITATION.

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

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

4. REGISTRY OBLIGATIONS

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

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

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

4.4. Handling of Personal Data. Data about identified or identifiable natural persons ("Personal Data") submitted to the Registry by Registrar under this Agreement will be collected and used by RO and or

CentralNic for the purposes of providing Registry Services as defined in the Registry Agreements (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS") and for purposes of data escrow requirements. In addition:

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

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

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

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

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

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

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

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

5. REGISTRAR'S OBLIGATIONS

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

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

5.3 Registrar's Resellers

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

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

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

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

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

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

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

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

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

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

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

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

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

ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's Registration Agreement.

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

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

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

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

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

5.9.5. acknowledge and agree that RO reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of RO , as well as its affiliates, subsidiaries, officers, directors, and employees and those of CentralNic; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by RO or any Registrar in connection with a domain name registration. RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by RO (in respect of a domain sponsored by the Registrar).

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

- viii. The name of the Registered Name being registered;
- ix. The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if available;
- x. Unless automatically generated by the Registry System, the identity of the Registrar;
- xi. Unless automatically generated by the Registry System, the expiration date of the registration; and
- xii. Public Access to Data on Registered Names.
- xiii. During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois
- xiv. Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD Whois shall consist of the following elements:
 - a. The name being registered;
 - b. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
 - c. The identity of Registrar (which may be provided through Registrar's website);
 - d. The original creation date of the registration;

- e. The expiration date of the registration;
- f. The name and postal address of the Registrant;
- g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
- h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
- i. The Registrar must have the consent of the Registrant to the use, copying, distribution, publication, modification, and other processing of Registered Domain Holder's Personal Data by RO and CentralNic and its designees and agents as necessary for the purposes of providing the domain name.

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

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

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

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

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

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

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

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

5.18 Non-Uniform Renewal Registrations Pricing. Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrations, that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name.)

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

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

6.2 In particular in relation to URS:

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

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

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

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

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

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

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

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

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

7. FEES

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

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

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

8. TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

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

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

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

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

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

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

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

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

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

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

9.3 The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

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

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

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

(vi) is disclosed to comply with law, including any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

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

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

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

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

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

11.1 Indemnity. RO, at its own expense and within thirty (30) calendar days after presentation of a demand by Registrar under this Section, will indemnify, defend and hold harmless Registrar, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, (i) any failure on the part of RO's domain name registration systems, and/or (ii) any claim the RO's domain registration systems infringe on another Party's intellectual property; provided, however, that in any such case: (a) Registrar or any other Indemnified Person provides RO with reasonable prior notice of any such Claim, and (b) upon RO's written request, Registrar or any other Indemnified Person will provide to RO all

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

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

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

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

15. Notices, Designations, and Specifications. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against receipt of confirmation of delivery) or by fax (against receipt of answerback confirming delivery) during business hours to the address or fax number set forth beneath the name of such Party below or when delivery as described above is refused by the intended recipient, unless such Party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from RO to Registrar at such time as RO posts any notice, update, modification or other information on its RO website or the CentralNic Console, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new TLD(s) Registry Policy).

If to Registrar:

Address:

Phone:

Fax:

Email:

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

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

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

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

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

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

21. Construction; Severability. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.

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

23. Assignments

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

the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

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

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

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

REGISTRY: XYZ.Com LLC

Name: Daniel Negari

Title: Manager

[RRA Data Processing Addendum For All XYZ TLDs follows]

the undersigned registry (the “Registry”) and registrar (the “Registrar”) (each a “Party” and together the “Parties”), and is effective as of May 25, 2018, and supplements the terms and conditions of all Registry-Registrar Agreements (the “RRAs”) executed between the Parties.

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

1. INTRODUCTION

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

2. DEFINITIONS

- a) Applicable Agreements. Collectively means this Data Processing Addendum, the Registrar Accreditation Agreement (“RAA”), the Registry Agreement (“RA”), and the RRAs, as those documents are applicable and binding on any individual Party.
- b) Applicable Laws. The General Data Protection Regulation (2016/679) (“GDPR”), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.
- c) Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.
- d) Data Protection Authority. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Data Processing Addendum is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Addendum.
- e) Data Security Breach. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 6 below.
- f) Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
- g) Personal Data. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual’s physical, physiological, genetic, mental, economic, cultural or social identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.

- h) Processing. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.
- i) Purpose(s). Has the meaning provided in Section 3 below.
- j) Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.
- k) Registration Data. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.
- l) Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.
- m) Temporary Specification. Means the “Temporary Specification for gTLD Registration Data” Adopted on 17 May 2018 by the ICANN Board of Directors, as may be amended or supplemented from time to time.

3. PURPOSE, SUBJECT MATTER, AND ROLES

- a) Purpose(s). Processing of Shared Personal Data under this Data Processing Addendum by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining domain names, as required of Registries and Registrars under the Applicable Agreements with ICANN, including to the extent those purposes serve to ensure the stability and security of the Domain Name System and to support the lawful, proper and legitimate use of the services offered by the Parties. Only Shared Personal Data is subject to the terms of this Data Processing Addendum.
- b) Subject Matter. This Data Processing Addendum sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Data Processing Addendum is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.
- c) Roles and Responsibilities. The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Data Processing Addendum:
 - i. The details of Processing are established and set forth in Annex 1;
 - ii. Each Party and ICANN may act as either a Controller or Processor of Shared Personal Data as specified in Appendix C to the Temporary Specification; and
 - iii. Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of the Registry and the Registrar are applicable.
 - iv. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing

hereunder may be conducted and performed.

4. FAIR AND LAWFUL PROCESSING

- a) Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws.
- b) Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:
 - i. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;
 - ii. Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
 - iii. Processing is necessary for compliance with a legal obligation to which the Controller is subject;
 - iv. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or
 - v. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

5. PROCESSING SHARED PERSONAL DATA

- a) All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Data Processing Addendum. The Parties shall fully cooperate with each other to the extent necessary to effectuate corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.
- b) A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area (“EEA”) (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Data Processing Addendum and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU ‘Standard Contractual Clauses’. Where Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they may be found and downloaded, to be incorporated herein as part of this Data Processing Addendum upon execution, at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or such link location as may be updated from time to time).
- c) A Party must immediately notify the other Party and ICANN if, in its opinion, ICANN’s instructions or requirements under Applicable Agreements infringes any Applicable Laws.
- d) All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have

signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.

- e) Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated in Section 5 of this Data Processing Addendum, but generally must include:
 - i. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;
 - ii. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;
 - iii. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;
 - iv. The ability to restore the availability and access to Shared Personal Data in a timely manner;
 - v. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and
 - vi. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.
- f) To the extent that the Receiving Party contracts with any subcontractor, vendor or other third-party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Data Processing Addendum.
- g) The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Data Processing Addendum is and will remain fully liable for any such third party's acts where such party fails to fulfill its obligations under this Data Processing Addendum (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Data Processing Addendum) or under Applicable Laws.
- h) Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Data Processing Addendum, to the extent the cause of the breaching Party's negligent, willful or intentional acts or omissions.
- i) The Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data.
- j) The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must provide in accordance with

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

- k) The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.
- l) A Party shall, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data, they will, where necessary, notify the other Parties, to enable the timely rectification of such data.

6. SECURITY

- a) The Disclosing Party shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Receiving Party by employing appropriate safeguards and technical information security controls.
- b) All Parties agree to implement appropriate technical and organizational measures to protect the Shared Personal Data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:
 - i. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
 - ii. Not leaving portable equipment containing the Shared Personal Data unattended;
 - iii. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;
 - iv. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
 - v. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;
 - vi. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Shared Personal Data, and ensuring that password security mechanisms are in place to prevent inappropriate access when individuals are no longer engaged by the Party;
 - vii. Conducting regular threat assessment or penetration testing on systems as deemed necessary, considering the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with due regard to the nature of the data held, the cost of implementation, and the state of the art;
 - viii. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and
 - ix. Allowing for inspections and assessments to be undertaken by the Controller as to the security measures taken, or producing evidence of those measures, if requested.

7. SECURITY BREACH NOTIFICATION

- a) Notification Timing. Should a Party become aware of any Data Security Breach by a sub-processor in relation to Shared Personal Data, and where such a Breach is of a material impact to this Data Processing Addendum, or is likely to have a material impact on the Parties, the relevant Party should immediately notify the Parties, and the relevant Party shall provide

immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.

- b) Notification Format and Content. Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:
 - i. A description of the nature of the incident and likely consequences of the incident;
 - ii. Expected resolution time (if known);
 - iii. A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;
 - iv. The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and
 - v. The name and phone number of a representative the Party may contact to obtain incident updates.
- c) Security Resources. The Parties' may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the purpose of meeting its obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.
- d) Failed Security Incidents. A failed security incident will not be subject to the terms of this Data Processing Addendum. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.
- e) Additional Notification Requirements. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:
 - i. A complaint or objection to Processing or request with respect to the exercise of a Data Subject's rights under Applicable Laws; and
 - ii. An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agency, or indications that such investigation or seizure is contemplated.

8. DATA SUBJECT RIGHTS

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

- b) Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request (“Subject Access Request”). The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- c) The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party, but any final decisions made by the Controller will govern.
- d) The Parties agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

9. DATA RETENTION AND DELETION

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

10. TRANSFERS

- a) For the purposes of this Data Processing Addendum, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:
 - i. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;
 - ii. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;
 - iii. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;
 - iv. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and
 - v. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.
- b) No Party shall disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

11. RESOLUTION OF DISPUTES

- a) In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic

means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

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

12. IMPACT OF CHANGES; NEW GUIDANCE

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

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

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

Annex 1

DETAILS OF THE PROCESSING

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

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

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

Registrant Name: Example

Registrant Street: 1234 Admiralty

Way

City: Marina del

Rey State/Province:

CA Postal Code:

90292 Country: US

Phone Number: +1.3105551212

Fax Number: +1.3105551213

Email: registrant@example.tld

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