

**CONFIDENTIAL – NOT FOR PUBLICATION**

July 22, 2021

**VIA NAMING SERVICES PORTAL**

Russ Weinstein  
Vice President GDD Accounts & Services  
Internet Corporation for Assigned Names and Numbers  
12025 Waterfront Drive, Suite 300  
Los Angeles, CA 90094-2536

Dear Mr. Weinstein,

As you are aware Monolith Registry, LLC, a subsidiary of Afilius Limited, ("Afilius") was acquired by Donuts Inc. ("Donuts") as of December 29, 2020 (the "Acquisition"). In connection with the Acquisition, and in an effort to simplify operations for our registrar partners, we intend to update the Registry-Registry Agreements ("RRAs") for the top-level domains held by Afilius (the "TLDs"), to have one unified Registry-Registrar Agreement across all Donuts and Afilius top-level domains (the "Revised RRA"). The TLDs held by Afilius are listed in **Exhibit A**.

There are several reasons we are proposing these updates to the RRAs. For instance, certain provisions of the existing RRAs were specific to Afilius' business processes and will no longer be applicable or necessary following the Acquisition. Afilius also had separate RRAs for each TLD, and while they were based on a similar RRA form, we hope to make it easier for registrar partners by having one Registry-Registrar Agreement to encompass all of Donuts and its affiliates' top-level domains. Therefore, we are taking this opportunity to review and update the RRAs to (a) consolidate the agreements under one single Registry-Registrar Agreement, and (b) to more accurately reflect current business and other operational procedures. In addition, we have also incorporated a Data Privacy Addendum to account for the relevant changes necessitated by the new Consensus Policies enacted in response to GDPR. Note that we are simultaneously submitting updates to the Registry-Registrar Agreements for Dog Beach, LLC and Binky Moon, LLC so that all Donuts and Afilius TLDs are under one, unified Registry-Registrar Agreement.

As the updates to the RRAs are extensive, please see the table provided as **Exhibit B** to this letter, which sets forth in detail the specific material changes we are suggesting to the RRAs. We are also enclosing redlines of each of the current RRAs against the new proposed single RRA which will cover all ICANN-regulated TLDs operated by Donuts' registry operators following the Acquisition.

We look forward to working with you to move these changes forward in hopes of making it easier on our registrar partners as they continue to expand their sale of gTLDs and interface with the Donuts and Afilius TLDs.

Please reach out to me if you any questions.

Sincerely,



Alvaro Alvarez  
VP and Secretary  
Monolith Registry, LLC

## **Exhibit A**

### Top-Level Domains held by Afilias

1. Vote
2. Voto

## **Exhibit B**

Table Summarizing Material RRA Revisions

<b>Revised RRA Section (Section Heading)</b>	<b>Analysis of Afiliat RRA Language</b>	<b>Analysis of Language in the Revised RRA</b>	<b>Potential Impact of Revised RRA on Registrants and Registrars</b>
Section 2.1 (Access to Registry System)	The Afiliat RRA did not expressly require Registrars to satisfy any technical requirements prior to connecting and interoperating with the Registry System.	The Revised RRA includes language outlining certain verification criteria to assess Registrar’s ability to properly connect and interoperate with the Registry System.	Through mandating that Registrars adhere to expressly stated interoperability and technical requirements Registrants may benefit from more technically sound Registrar services.
Section 2.2 (Use of Registry Name and Website; License for Registrar Logo)	The Afiliat RRA did not contemplate Registrar use of Registry logos, name and website for promotional purposes.	The Revised RRA contains a grant of a limited license that allows Registrars to publicize their status as an “Accredited Registrar.” The Revised RRA also grants Afiliat a limited license to use Registrar’s logo, name, and website for designated promotional purposes.	This revision allows Afiliat and Registrars to more effectively market TLDs to Registrants by using each other’s name, website, and designated logos for promotional purposes.
Section 2.6.1 (Engineering Support)	The Afiliat RRA did not list email as a communication method for providing engineering support to Registrars.	The Revised RRA informs Registrars that engineering support will be provided in English via email, in addition to support through telephone call-back, to address material and emergency engineering issues. Additional non-emergency, non-technical support will be provided pursuant to Section 2.6.2 of the Revised RRA.	This change confirms that Afiliat will provide support to Registrars via email and allows them to plan to address any non-material and/or non-emergency issues that may affect Registrants.
Section 2.6.2 (Customer Service Support)	The Afiliat RRA did not address telephone support for non-priority issues.	The Revised RRA contains language that addresses Priority 1 and other types of support and specifically provides the 9:00 a.m. to 11:00 p.m. Western European Time window for telephone support for non-Priority 1 issues.	As with the above, this change informs Registrars of the enhanced support Afiliat will provide to ensure operability of the Registry System.

<b>Revised RRA Section (Section Heading)</b>	<b>Analysis of Afilias RRA Language</b>	<b>Analysis of Language in the Revised RRA</b>	<b>Potential Impact of Revised RRA on Registrants and Registrars</b>
Section 2.7 (Handling of Personal Data)	On the subject of handling of personal data, the Afilias RRA provided a reference to the Data Processing Addendum attached to the Afilias RRA as Appendix A.	The Revised RRA contains a similar reference to the Data Processing Addendum while also directing Registrars to the website for a copy of the full privacy policy.	This revision would allow Registrars to more readily identify Afilias' obligations with regards to the handling of personal data.
Section 2.8 (Rights Protection Mechanisms)	The Afilias RRA made reference to the "rights protection mechanisms mandated by ICANN or Afilias" without defining the term "rights protection mechanism" or referencing where the definition may be found.	The Revised RRA includes a new section 2.8 that identifies the rights protection mechanisms and references Specification 7 of the Registry Agreement.	This new language provides additional context to inform Registrars of where they may learn more about rights protection mechanisms and how these mechanisms protect a party's legal rights.
Section 2.9 (Zone Files)	The Afilias RRA did not have a section solely focused on addressing access to zone files.	A new section has been added in the Revised RRA to account for instances where a Registrar is unable to gain access from ICANN or its designee to the zone files for the TLDs.	This addition presents Registrars with the option to work with Afilias to obtain access to zone files for the TLDs.
Section 3.1 (Accreditation of Registrar)	The Afilias RRA did not require Registrars to represent and warrant their accreditation with ICANN.	The Revised RRA includes a requirement that Registrars represent and warrant that the Registrars are accredited by ICANN, that all information provided to Afilias be true and correct, and that Registrars meet all technical requirements.	This ensure that Afilias is only providing Registry System access to properly accredited Registrars, thus ensuring the TLDs are only sold in stable environments.
Section 3.2 (Registrar Responsibility for Customer Support, Marketing, and Abuse Mitigation)	The Afilias RRA set forth basic requirements for Registrar responsibilities relating to customer support.	The Revised RRA contains additional language specifying the extent of Registrars' obligations relating not only to customer support, but also to marketing through authorized resellers and abuse mitigation.	These revisions require Registrars to provide additional support to Registrants and allow for marketing of TLDs through authorized Resellers.

<b>Revised RRA Section (Section Heading)</b>	<b>Analysis of Afiliias RRA Language</b>	<b>Analysis of Language in the Revised RRA</b>	<b>Potential Impact of Revised RRA on Registrants and Registrars</b>
Section 3.3 (Registrar's Registration Agreement)	The Afiliias RRA provided general requirements for the Registration Agreement between Registrars and Registrants.	The general requirements were revised to include specific references to key terms and conditions Registrars must provide to Registrants.	This revision outlines specific terms and conditions Registrars must include in their Registration Agreements to inform Registrants of various obligations, including the prohibition to distribute malware or carry out any unlawful or disruptive activities.
Section 3.4 (Indemnification Required of Registrants)	The Afiliias RRA contained indemnification requirements Registrars must place in their Registration Agreements.	The Revised RRA contains more expansive language addressing additional parties to be indemnified and elaborates on the types of actions that may trigger indemnification, such as violation of any applicable terms or conditions governing the registration.	This change specifies and broadens the scope of indemnification protection available to Afiliias and Registrars due to Registrants' domain name registrations.
Section 3.5 through Section 3.5.2 (Compliance with Terms and Conditions)	The Afiliias RRA provides general language relating to Registrar compliance with terms and conditions and the inclusion of terms and conditions in Registration Agreements.	The Revised RRA includes additional language specifying Afiliias' right to temporarily suspend a Registrar's access to the Registry System due to violations of the requirements in the Revised RRA or failure to meet ICANN related obligations. Temporary suspension would only occur after adequate notice has been provided as outlined in the Revised RRA.	This section allows Afiliias to ensure Registrar compliance with ICANN requirements in an effort to protect Registrants and maintain the integrity, security, and stability of the Registry System.
Section 3.7.2 through Section 3.7.3 (Data Submission Requirements)	The Afiliias RRA contained limited provisions related to data submission requirements.	The Revised RRA incorporate additional language referencing the Registrar Access Guide and allowing Afiliias to verify certain Registrant Information.	These provisions grant Afiliias the right to verify Registrant Information to ensure compliance with internal policies.
Section 3.8.1 (Security)	The Afiliias RRA outlined security measures that did not take into consideration certain information disclosure risk factors.	The Revised RRA includes references to additional measures Registrars must take to ensure that Registrars' connection to the Registry System is secure.	This change enhances the security measures Registrars employ to protect information and avoid unauthorized access to the Registry System.

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Section 3.9 (Resolution of Technical Problems)	The Afiliias RRA did not provide any notice in instances where the Registry System access may be temporarily suspended or restricted.	This section now references email notice that Afiliias will provide to Registrars, when possible, prior to any temporary suspension or restriction.	Through this change Registrars will be better informed of potential access issues with the Registry System and work to mitigate them in order to better serve Registrants.
Section 3.13.1 through Section 3.13.7 (Renewal and Deletion of Registered Names)	The Afiliias RRA did not contain comprehensive provisions related to the renewal and deletion of registered names.	The Revised RRA includes various sections relating to various aspects of registered name renewals and deletions, including auto-renewals, deletion of renewed registered names, and compliance by resellers, distributors and other third parties.	These additions require Registrars to meet obligations related to redemption of deleted registered names, protect Registrants by providing specific renewal procedures Registrars must follow, and permit Afiliias to provide notice of non-renewal directly to Registrants when a Registrar is unable to do so.
Section 3.14 (Resellers)	The Afiliias RRA did not address obligations of Registrars in connection with Resellers.	This section of the Revised RRA outlines Registrars' obligations in connection with Resellers. The change also grants Afiliias the rights to, upon written notice, require a Registrar to terminate any Reseller's right to provide registrar services with respect to the TLDs.	The Revised RRA requires Registrars to enter into agreements with each Reseller to ensure Reseller compliance with the terms and conditions of the Revised RRA, thereby directly imposing on Resellers any Registrant-related obligations.
Section 3.16 (Integrity, Stability and Security; Takedown processes)	The Afiliias RRA did not contain a section devoted to integrity, stability, security and takedown processes.	The Revised RRA describes circumstances allowing Afiliias to deny, suspend, cancel or transfer any registration or transaction.	This language ensures stability of the Registry System.
Section 3.18 (The Uniform Rapid Suspension System and Uniform Domain Name Dispute Resolution Policy)	The Afiliias RRA provided language related to the Uniform Rapid Suspension System and the Uniform Domain Name Dispute Resolution Policy.	The Revised RRA includes a separate section that requires Registrars to direct Registrants to web addresses where the URS and UDRP can be found and mandates Registrants with disputes to follow the URS and UDRP.	This change encourages Registrars to empower Registrants by providing them with more detailed information about the URS and UDRP and prohibits the restriction of renewals of domain names by a URS complainant who has prevailed.

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Section 4.1 (Amount of Fees)	The Afilias RRA did not require Registrars to ensure, through their Registration Agreements, that Registrants acknowledge that domain names may be variably priced.	The Revised RRA includes Registrar acknowledgement and agreement to ensure Registrants are informed about the variable pricing associated with the TLDs. The Revised RRA also provides a cap of ten for the number of pricing tiers.	This addition of an acknowledgement and agreement related to variable pricing aids Registrants by requiring Registrars make certain pricing information disclosures.
Section 4.1.1 (Initial Domain Name Registration Fee Changes)	The Afilias RRA allowed Afilias to change initial domain registration fees up to twice in a calendar year after providing Registrars with 30 days' prior notice. After the first two price changes Afilias was required to provide Registrars 180 days' prior notice for any other change to initial registration prices.	Like the Afilias RRA, the Revised RRA allows Afilias to increase initial domain registration fees only after providing Registrars with 30 days' prior notice.	The Revised RRA promotes stability and seamless continuity by maintaining most of the Initial Registration procedures established in the Afilias RRA.
Section 4.1.2 (Renewal Registration Fee Changes)	In the case of changes to fees for other services, such as renewal registrations, the Afilias RRA generally required Registrars be provided at least 180 days' prior notice.	<p>Similar to the Afilias RRA, the Revised RRA requires Afilias to provide Registrars with at least 180 days' prior notice before enacting changes to fees for other services, including renewal registrations.</p> <p>The Revised RRA, unlike the Afilias RRA, prohibits fee increases more than once per 12 months for any group of identically priced renewal registrations.</p>	By limiting renewal registration price increases to no more once per calendar year, the Revised RRA provides Registrars with more stable pricing.
Section 5.2 (Intellectual Property)	The Afilias RRA did not expressly address Registry ownership of EPP, APIs and other software incorporated into the Registry System.	An additional sentence will be inserted in the Revised RRA to expressly state that Registry will own all rights, title and interest to EPP, APIs and other software incorporated into the Registry System.	This language clarifies the ownership of intellectual property so as to minimize intellectual property related disputes between Afilias and Registrars.
Section 6.1.2 (Indemnification)	The Afilias RRA contained broad language related to	The Revised RRA more specifically identifies circumstances, such as	The Revised RRA more clearly outlines indemnity obligations to Registrars to minimize the

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	indemnification of Registrars by Afiliias.	infringement of intellectual property rights, where Afiliias is obliged to indemnify, defend, and hold Registrars harmless.	likelihood that disputes will arise based on imprecise indemnification language.
Section 7.1 (Insurance Requirements)	Section 7.1 of the Afiliias RRA required Registrars maintain at least \$1,000,000 in comprehensive general liability insurance.	The Revised RRA allows Afiliias the discretion to determine which Registrars need insurance where warranted by the business relationship between the parties.	This change reduces Registrars' compliance costs and potentially allows more Registrars to offer the TLDs to Registrants.
Section 9.1 (Term of Agreement; Revisions)	The Afiliias RRA required Registrars provide Afiliias with 30 days' notice prior to termination, otherwise the RRA would automatically renew for additional successive two year terms.	The Revised RRA extends the notice period to 60 days and allows either Afiliias or the Registrar to provide the notice of non-renewal.	This longer notice period promotes stability in the provision of services to Registrants.