donutsinc

June 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

RE: Donuts RRA Updates

Dear Mr. Weinstein,

With the recent acquisition of Afilias, Inc. and its various registry operator subsidiaries by Donuts Inc. and to help streamline and simplify our relationship with our registrar partners, we believe it is in the best interest of all parties to update the Registry-Registrar Agreement ("RRA") for all Donuts and Afilias top-level domains. This letter and the attached redlined agreement provide information about the proposed changes to the RRA for the top-level domains listed in **Exhibit A** (the "TLDs"), which are held by Dog Beach, LLC (the "Registry Operator").

Many of the changes to the RRA are intended to increase the clarity and organization of the agreement without materially changing the obligations of the parties. We anticipate the changes listed below will be of particular interest to registrars and wish to be as transparent as possible about our motivations for seeking the proposed changes. The relevant sections of the RRA are noted below in bold.

1. Structural changes: The **Introduction** and the appropriate references throughout the document have been updated to reflect a new document structure. Specifically, the documents that were previously attached to the RRA as Schedule A (TLDs) and Schedule B (fees) are now included as schedules to the Registry Terms and Conditions (which, in turn, is incorporated into the RRA as Exhibit A). We believe consolidating the additional documents into the Registry Terms and Conditions will simplify the document structure and make the agreement more user-friendly.

2. Definitions: Various subsections of **Section 1** (Definitions) have been updated to incorporate the adoption of the RDAP technology, to update links, and to bring the definition of "Personal Data" (subsection 1.9) in line with current GDPR obligations. Subsection 1.27 has been rewritten to clarify where registrars can find the requirements specific to a given TLD.

3. <u>License:</u> **Section 2.2.** (Use of Registry Name and Website; License for Registrar Logo) now includes language granting a license to use our registrar partners' logos in connection with promotions and other aspects of our relationship, in addition to the license of Registry Operator's logos that was already included in the document. This addition is common in the industry and will enable us to better support and advertise promotions in our TLDs with our registrar partners.

4. <u>Notices:</u> **Section 2.5** (Changes to System) updates the time frame under which Registry Operator will strive to communicate with registrars regarding material changes to the EPP or reporting interface from one hundred eighty (180) days to ninety (90) days. We believe ninety (90) days to be sufficient time for all of our registrar partners to implement any necessary changes while allowing us the flexibility to update our systems and processes as needed.

5. <u>Support:</u> The subsections of **Section 2.6** (Engineering and Customer Service Support) have been edited to provide further clarity on our support practices. Our Registry Policies provide more information about support availability, and we remain committed to supporting our registrar partners to the best of our ability.

6. <u>Registrar contact:</u> **Section 3.2** (Registrar Responsibility for Customer Support, Marketing, and Abuse Mitigation) has been updated to require registrars to provide Registry Operator with a primary contact, which may, but need not, be the same as the registrar's public primary contact, to which Registry Operator should report violations of the Registry Operator's Registry Policies. This update is intended to streamline Registry Operator's DNS abuse reporting practices and ensure registrars can quickly and efficiently identify reports from the registry and take appropriate action.

7. <u>Security and Stability:</u> Additions have been made to both **Section 3.5** (Compliance with Terms and Conditions) and **Section 3.9** (Resolution of Technical Problems) to ensure that Registry Operator is able to ensure the security and stability of our platform by, if necessary, restricting a registrar's access to the registry system if it becomes evident that a registrar is negatively impacting the security or stability of the registry system. Registry Operator is committed to ensuring our systems allow registrars to conduct business at all times, and this new addition to Section 3.5 will help guarantee we are able to meet the needs of our partners.

8. <u>Prices:</u> **Section 4.1** (Amount of Donuts Fees) was updated to alter certain restrictions on Registry Operator's ability to change prices, while remaining in line with the requirements of the Registry Agreement. Specifically, Registry Operator must still provide 180 days' notice of renewal price changes and may only change renewal prices one time every twelve months. The proposed update allows Registry Operator to make those price changes, subject to satisfying the notice requirement, effective on any date rather than limiting changes to either April 1 or October 1. We have also increased the

limitation on the number of price tiers from six (6) tiers to ten (10) tiers and removed the requirement for thirty (30) days' notice of initial domain name registration price decreases. We believe these changes will better enable us to work with our registrar partners to adjust to market pressures and ensure registrants get the best prices from us.

9. <u>Payments:</u> **Section 4.2** (Payment of Fees) clarifies the Registry Operator's billing and reporting practices and explains the consequences of failure to pay fees. We hope these edits help clear up each registrar's obligations regarding payments to Registry Operator.

10. <u>Insurance:</u> **Section 7** (Insurance) has been redrafted to align with the ICANN Board's decision in 2015 to waive the registrar insurance requirements included in the Registrar Accreditation Agreement.

11. <u>Transfer of Registry Agreement:</u> **Section 10.1.3** has been added to clarify the process for the assignment of a Registry Agreement to Registry Operator. We believe this addition provides much needed clarity on RRA obligations following registry agreement transfers.

12. <u>RRA Data Processing Addendum:</u> Registry Operator has made updates to the Data Processing Addendum. Section 5(b) of the addendum has been updated, to take account of the recent decision of the European Court of Justice (Schrems II, Case C-311/18) relating to the Privacy Shield Framework. The changes are intended to clarify our reliance on the Standard Contractual Clauses, while also noting that Registry Operator continues to maintain its certification under the Privacy Shield Framework.

We hope that you will find these changes acceptable and agree with our recommendations. If you have any questions or concerns about our proposed changes, we are prepared to discuss them with you at your convenience. Please direct any such questions or concerns to myself at alvaro@donuts.email and my colleague, Dessa Dal Porto, at dessa@donuts.email.

Sincerely,

Alvaro Alvarez
Manager of Registry Operator's sole member

Exhibit A: TLDs

actor	live
airforce	market
army	markets
attorney	memorial
auction	moda
band	mortgage
broker	navy
consulting	news
contact	ninja
dance	observer
degree	pub
democrat	realty
dentist	rehab
engineer	republican
family	reviews
fan	rip
forex	rocks
forsale	sale
futbol	social
games	software
gives	studio
haus	trading
immobilien	travel
kaufen	vet
lawyer	video