



## Registry-Registrar Agreement **(ACCREDITATION)** **v6.0 – February 2019**

This ~~UNR~~ Registry-Registrar Agreement (the "Agreement") is ~~entered into by and between:~~ Registry Services, LLC a Delaware limited liability company, with its principal place of business located at \_\_\_\_\_ ("Registry Operator"), and \_\_\_\_\_, IANA ID \_\_\_\_\_, a \_\_\_\_\_ (type of company and jurisdiction), with its principal place of business located at \_\_\_\_\_ ("Registrar").

~~UNR, Corp., a Cayman Islands exempted corporation, with a principal place of business in Grand Cayman, Cayman Islands, and its subsidiaries operating registries under contract with the Internet Corporation for Assigned Names and Numbers (collectively, "UNR");~~

~~and~~

\_\_\_\_\_  
a \_\_\_\_\_, with its principal place of business at the mailing address found in the notices section below, ("Registrar"), through their authorized representatives, and takes effect on the date executed by the final Party (the "Effective Date"), with the IANA Registrar ID:

\_\_\_\_\_  
~~[IF APPLICABLE: Registrar also represents that it is authorized to seek accreditation for the related company registrars, with IANA Registrar IDs:~~

\_\_\_\_\_  
\_\_\_\_\_, which shall be accredited pursuant to this Agreement.]

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

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 UNR operates certain top-level domain registries either for itself or as a service provider for certain third party registry operators ("UNR Supported TLDs") and operates and maintains certain servers and zone files for the UNR Supported TLDs; and

WHEREAS, multiple registrars provide Internet domain name registration services within the top-level domains;

WHEREAS, Registrar wishes to act as a registrar for register second-level domain names within the top-level domains ("Registry TLD(s)") specified in Exhibit C; in the UNR-Supported TLDs.

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, UNR-Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

- 1.1. APIs are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System. "Addendum" means the RRA Data Processing Addendum drafted by ICANN as part of the Temporary Specification in force since May 25, 2018, and annexed as Annex 1 to this Agreement to provide full force and effect.
- 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 157 days of the disclosure of its confidentiality.
- 1.3. Domain Name refers to a domain name created and registered within the Registry TLD(s), whether consisting of two or more (e.g., john.smith.name) levels, about which Registry Operator 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 Domain Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name). "Console" means the UNR Registrar console (accessible at <https://console.UNR.net/> or any updated URL that UNR will communicate to the Registrar) where the Registrar can read and acknowledge official announcements from UNR, as well as perform various functions including but not limited to: access billing information, transaction information, and manually register names.
- 1.4. **"DNS"** refers to means the Internet domain name system.
- 1.5. The Effective Date shall be the date on which this Agreement is executed by both parties. "Emergency Circumstances" means that conditions exist that require the immediate attention on the part of UNR and/or Registrar and/or a Registered Name Holder in order to protect the security, stability or integrity of the System.
- 1.6. **"EPP"** means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.
- 1.7. **"ICANN"** refers to means the Internet Corporation for Assigned Names and Numbers.

- 1.8. ICANN Published Policies** means 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/en/resources/registrars/consensus-policies> and any such policies that are from time to time developed and adopted by ICANN. ~~"IP"~~ means Internet Protocol.
- 1.9. ICANN RPMs** means any Rights Protection Mechanisms and associated rules, policies, requirements and procedures as outlined in Specification 7 of the Registry Agreement and the ICANN Published Policies, including but not limited to the Trademark Clearinghouse (TMCH) requirements, the Uniform Rapid Suspension (URS) requirements, the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and the Registration Restriction Dispute Resolution Procedure (RRDRP).
- 1.9.1.10. "Licensed Product"** means the intellectual property required to access the ~~Supported Protocol~~ EPP, and to the APIs, and software necessary for such access, collectively.
- 1.10.1.11. "Personal Data"** ~~means~~ refers to data about any identified or identifiable natural person, ~~which a Registrar may be required to provide to UNR under the terms of this Agreement.~~
- 1.11.1.12. Price List** means the list of fees published by Registry Operator from time to time. The Registry Operator's Price List: (i) contains the most current fees; (ii) will be made available online on a website or other method to be advised by Registry Operator from time to time; and (iii) is subject to change from time to time as described in the clause 2.10 of the Registry Agreement and in this Agreement. "Registered Name" means a domain name within the domain of the UNR Supported TLDs with which UNR 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).
- 1.12.1.13. "Registered Name Holder"** means the holder of a Domain Name ~~person or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a Registrar.~~
- 1.14. Registrar Accreditation Agreement or RAA** means the form of agreement adopted by the ICANN Board on 27 June 2013, as such agreement may be amended from time to time in accordance with its terms.
- 1.15. Registrar Services** means the services subject to this Agreement, including contracting with Registered Name Holders, collecting registration data about such Registered Name Holders, and submitting registration information for entry into the Registry Database.
- 1.16. Registration Agreement** means the Domain Name registration agreement between Registrar and a Registered Name Holder.
- 1.17. Registry Agreement** means the Registry Agreement between Registry Operator and ICANN for the operation of the Registry TLD(s), as properly amended or renewed from time to time.

- 1.18. Registry Database** means a database comprised of data about one or more DNS domain names within the domain of the Registry 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.
- 1.19. Registry Operator Published Policies** means those specifications and policies established and published from time to time by Registry Operator or any subcontractor of Registry Operator.
- 1.20. Registry TLD(s)** means the TLD(s) as selected in Exhibit C.
- 1.21. Registry Requirements** are the requirements, standards, policies and procedures for the Registry TLD(s) that are adopted by Registry Operator, as may be properly amended or modified from time to time.
- 1.22. Registry Services** means services provided by Registry Operator as defined in the Registry Agreement.
- 1.13. "Supported Protocol"** means UNR's implementation of EPP, or any successor protocols, supported by the System.
- ~~1.14.~~**1.23.** "The Registry System" refers to the multiple registrar means the registry system operated by UNR-Registry Operator for entering and maintaining Domain Names in the Registry registration of Registered Names in the UNR Supported TLD(s).
- 1.24. The Registry Tool Kit** comprises the EPP, APIs and software, as each of the foregoing may be modified and made available to Registrar by Registry from time to time.
- 1.25. Term** means the term of this Agreement, as set forth in Section [Error! Reference source not found.8.1.](#)
- ~~1.15.~~**1.26.** A "TLD" means a top-level domain of the DNS.
- 1.27. TMCH Periods** mean the Sunrise Period, the Claims Period and, where applicable, any Limited Registration Period and any period during which the Sunrise Services and the Claims Services apply, as those terms are defined in the TMCH requirements and the Registry Operator Published Policies.

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 ~~THE PARTIES~~REGISTRY OPERATOR**

- 2.1. ~~System Operation and~~ Access to Registry System.** Throughout the term of this Agreement, UNR-Registry Operator shall ~~operate the System and~~ provide Registrar with access as a registrar to the Registry System that Registry Operator operates according to its arrangements with ICANN ~~transmit domain name registration information for the UNR Supported TLDs to the System.~~ Nothing in this Agreement entitles Registrar to enforce any agreement between or among UNR, any third party registry operator, Registry Operator and ICANN.

**2.2. Suspension of Access to the Registry System.** In the event of degradation of the Registry System or other event that in Registry's Operator's opinion affects the security or stability of the Registry System, Registry Operator may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Except in the case of an emergency, Registry Operator will provide advance notice to Registrar's technical contact. To the extent reasonably practicable, Registry Operator will provide advance notice by email or telephone to Registrar's technical contact prior to any such suspension or restriction. Such temporary suspension or restriction will be applied in a non-arbitrary and non-discriminatory manner and will apply fairly to any registrar similarly situated, including affiliates of the Registry Operator.

**2.2.2.3. Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and UNR Registry Rrequirements, including, without limitation, those authorized by ICANN, UNR Registry Operator shall maintain the registrations of Registered-Domain Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required under this Agreement by Section 4.1.

**2.3.2.4. Distribution Provision of Tool Kit; LicenseEPP, APIs and Software.** No later than three (3) business days after the Effective Date of this Agreement, UNR shall make available to Registrar (i) full documentation of the Supported Protocol, (ii) application program interfaces ("APIs") to the Supported Protocol with documentation, and (iii) reference client software ("Software") that will allow Registrar to develop its system to register second-level domain names through the System for the UNR Supported TLDs. If UNR elects to modify or upgrade the APIs and/or Supported Protocol, UNR shall provide updated APIs to the Supported Protocol with documentation and updated Software to Registrar promptly as such updates become available. Unless Emergency Circumstances require a shorter time period, UNR shall provide commercially reasonable notice of any changes to the System in order to provide Registrar time and opportunity to implement any modifications or upgrades; no advance notice of a modification or upgrade shall be required if UNR maintains backwards compatibility with existing Registrar operations.

**2.4.1. Registry Tool Kit.** No later than three (3) business days after the Effective Date, or as soon as practicable thereafter, Registry Operator shall provide to Registrar a copy (or hyperlink to a copy which can be downloaded) of the Registry Tool Kit, which shall provide sufficient technical specifications to allow Registrar to interface with the Registry System and employ its features that are available to Registrars.

**2.4.2. License.** Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, royalty-free, nontransferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product and any reference client software included in the Registry Tool Kit, as well as updates and redesigns thereof, for providing Registrar Services in the Registry TLD(s) only and for no other purpose.

**2.4.3. Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of Registry Operator, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to

employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

- 2.5. Changes to System.** Registry Operator may from time to time make modifications to the Registry Tool Kit or other materials licensed hereunder that will revise or augment the features of the Registry System. Registry Operator will provide Registrar with reasonable notice prior to the implementation of any material changes to the EPP, APIs, software, or other materials licensed hereunder. Registrar acknowledges that certain Registry System functionality may not be available unless Registrar uses the then-current version of the Registry Tool Kit.
- 2.6. Engineering and Customer Service Support.** Registry Operator shall provide Registrar with engineering and customer service support as described in the customer support procedures made available to Registrar and as may be amended from time to time.
- 2.7. Handling of Personal Data.** Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Notwithstanding the above, Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use.
- 2.8. Service Level Agreement.** Registry Operator shall use commercially reasonable efforts to meet the performance specifications set forth in Specification 10 to the Registry Agreement.
- 2.9. ICANN Requirements.** Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements and consensus policies through the processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.
- 2.10. New Registry Services.** Registry Operator shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN in accordance with the Registry Agreement. In the event that the introduction of a new Registry Service

involves material changes to the Registry System, such thirty (30) days shall run in parallel with, and not in addition to, any notice provided under Section 2.5 above. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service.

**2.11. Compliance Actions.** Registry Operator acknowledges that all ICANN-accredited registrars must enter into an RAA with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar's accreditation or suspension of a registrar's ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry Operator to take specific actions consistent with ICANN's authority under the terms of the RAA to: (i) suspend or terminate a registrar's ability to create new registered names, or (ii) transfer registered names to a registrar designated by ICANN.

**2.12. IDNs.** Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with ICANN's IDN Implementation Guidelines as set forth in its Registry Agreement.

**2.13. Rights Protection Mechanisms.** Registry Operator will comply with the ICANN RPMs as they may be revised from time to time including, but not limited to, the implementation of determinations issued by URS examiners and any remedies ICANN imposes following a determination by any PDDRP or RRDRP panel. Registry Operator shall comply with the Trademark Clearinghouse Rights Protection Mechanism Requirements or any successor requirements related to the same as approved and published by ICANN.

### **3. OBLIGATIONS OF REGISTRAR**

**3.1. Accredited Registrar.** During the term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD(s), under an executed RAA UNR-Supported TLDs.

**2.4.3.2. Registrar Responsibility for Customer Support.** Registrar is responsible and shall provide customer for all initial support for all Registrar's Registered Name Holders in the Registry TLD(s), with Registered Names registered through Registrar. In providing ~~this~~ customer support, Registrar shall provide ~~(i)~~ support to accept (i) orders for registration, cancellation, modification, renewal, deletion, redemptions or transfer of Registered-Domain Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. ~~Registrar shall provide to Registered Name Holders emergency contact support information for critical situations such as domain name hijacking.~~

**3.3. Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Domain Name within the Registry System, Registrar shall have in effect an electronic or paper Registration Agreement with the Registered Name Holder and upon written request from Registry Operator, the Registrar will, within fourteen (14) days of the request, provide Registry Operator with a copy of any Registration Agreement sought in Registry Operator's request. Registrar shall include in its Registration Agreement those terms required by this Agreement,

including but not limited to those listed in Exhibit A and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

**3.4. Indemnification Required of Registered Name Holders.** In its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and its subcontractors, 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. The Registration Agreement shall further require this indemnification obligation survive the termination or expiration of the Registration Agreement.

**3.5. Registrar's Duty to Cooperate with Technical Analysis.** Registrar will not interfere with Registry Operator's conduct of periodic technical analysis to assess whether domains in the Registry TLD(s) are being used to perpetrate security threats such as pharming, phishing, malware, and botnets, and will cooperate with Registry Operator to respond to any such threats identified by Registry Operator through such efforts.

**2-5.3.6. Data Submission Requirements.** As part of its registration and sponsorship of Registered Domain Names in the UNR-Supported Registry TLD(s), Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD(s). Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered-Domain Name to UNR-Registry Operator in a timely manner. Registrar shall also abide by the additional terms in the Addendum.

~~**2.6. Data Subject Rights.** The Parties understand and agree that the Registered Name Holder may be considered a Data Subject per the Addendum. Whenever the Registered Name Holder wishes to exercise their rights, per section 8 of the Addendum, and requests a direct action on the Shared Personal Data by UNR as a Controller ("the Request"), the Registrar understands and agrees that UNR will first defer to the Registrar to act on the Request, as part of the Registrar's contractual relationship with the Registered Name Holder. To that end, UNR will forward the Request to the Registrar by e-mail upon receipt thereof ("the Deferment"). As part of the Deferment, the Registrar agrees to confirm to UNR in writing that it has taken care of the Request.~~

~~**2.7.** Should the Registrar fail to perform the Request diligently and within five (5) business days of the Deferment, UNR will first ask that the Registrar confirms that the Request does originate from the Registered Name Holder and, upon confirmation, take care of the Request providing that the Registrar still cannot perform the Request.~~

~~**2.8. License.** Registrar grants UNR as Registry a non-exclusive, royalty free, nontransferable worldwide limited license to the data elements consisting of the Registered Name, the Registered Name Holder's contact data for the Whois database, the IP addresses of~~



~~nameservers, the identity of the registering registrar, and other data required or permitted by technical specifications of the Registry System as made available to Registrar by UNR from time to time, solely for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by UNR's Registry Agreement with ICANN concerning the operation of the UNR Supported TLDs, as may be amended from time to time.~~

~~**2.9. Registrar's Registration Agreement and Domain Name Dispute Policy.** Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder or its authorized representative, which may be amended from time to time by Registrar. Registrar shall provide a copy of Registrar's registration agreement, or the URL at which it can be viewed, to UNR upon request. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to UNR under this Agreement.~~

~~**2.10.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to: (a) acknowledge and agree that UNR 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, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by UNR or any Registrar in connection with a domain name registration, or (ii) for the non-payment of fees to UNR; and (b) indemnify, defend and hold harmless UNR and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.~~

~~**2.11.** Registrar shall contractually require Registered Name Holders to comply with UNR's Acceptable Use policies and Terms of Service, as they may be updated from time to time and published on the UNR website specific to the UNR TLD for the Registered Name, and consistent with UNR's Registry Agreement with ICANN.~~

~~**2.12.** Registrar shall disclose to Registered Name Holders the fact that Personal Data about the Registered Name Holder is shared with UNR during the registration process and obtain the consent of each registrant in a UNR TLD for such collection and use of Personal Data.~~

~~**2.13.** Registrar shall contractually require Registered Name Holders to comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), as adopted by the ICANN Board of directors on August 26, 1999; and (ii) the Inter-Registrar Transfer Policy, as adopted by the ICANN Board of directors on November 12, 2004; and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to UNR, Registrar or Registered Names Holders.~~

~~**2.14.** For convenience, Registrar may link to, or copy and include in its own agreement the text on, the mandated contractual language at <https://UNR.link/Terms-of-Service-for-UNRSupported-TLDs.html>~~

~~2.15. Registrar Notification of Changes.~~ UNR will provide Registrar with notice via EPP poll message within thirty (30) minutes of any cancellation, transfer, or other change made to any registration by UNR that was not initiated by Registrar.

**3.7. Obligations Related to the Provision of Registrar Services by Third Parties; Resellers.**

Registrar is responsible for the provision of Registrar Services in compliance with this Agreement for all names in the Registry Database sponsored by Registrar, whether such services are provided by Registrar or a third party such as a reseller.

~~2.16.3.8. Security Connection.~~ Registrar ~~agrees to~~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 ~~shall agree to~~ employ ~~commercially reasonable~~the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of ~~UNR~~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. In addition, Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure. ~~Each EPP session shall be authenticated and encrypted using two-way Transport Layer Security ("TLS") protocol. Registrar agrees to authenticate every EPP client connection with the System using both a certificate issued by either a commercial Certification Authority identified by UNR or by UNR itself and its Registrar client identifier (clid) and password, which it shall disclose only to its employees with a need to know basis. Registrar agrees to notify Registry 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. Upon commercially reasonable prior written notification to Registrar, UNR may require other industry standard security provisions, practices or technology to ensure that the Registry System is secure and stable, which UNR may adopt from time to time in its reasonable discretion.~~

**3.9. Resolution of Technical Problems or Breach of Agreement.** Registrar ~~agrees to~~shall employ reasonably 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 Supported Protocol, the APIs and the systems of UNR in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System, or other emergency, or upon Registrar's violation of the operation requirements or breach of this Agreement, or other emergency, Registry Operator UNR may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions or restrictions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.

**3.10. 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 UNR records Registry System shall control.

**3.11. Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of Registered Domain Name registrations from another registrar to Registrar and vice versa pursuant to the ICANN Inter-Registrar Transfer Policy as may be amended from time to time, and any applicable Registry Requirements by ICANN (the "Transfer Policy").

**3.12. Compliance with Terms and Conditions-Operational Requirements.** Registrar shall comply with each of the following requirements, and further shall include in its Registration Agreement with each Registered Name Holder, as applicable appropriate, an obligation for such Registered Name Holder to comply with each all of the following requirements:

**3.12.1.** ~~(a) ICANN standards, policies, procedures, and practices for which UNR Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and (b)~~

**3.12.2.** ~~Operational standards, policies, procedures, and practices for the UNR Supported TLDs Registry Requirements as established from time to time by UNR Registry Operator, including Registry Operator Published Policies. Additional or revised Registry Requirements for the Registry TLD(s) shall be effective upon thirty (30) days notice by Registry Operator to Registrar, in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of UNR, and consistent with UNR's Registry Agreement with ICANN, as applicable, upon UNR's notification to Registrar of the establishment of those terms and conditions.~~

**3.13. Prohibited Restrictions on Domain Names Registrations.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with Registry Operator's Published Policies regarding reservation of and restrictions on the registration of domain names and applicable terms, statutes and regulations limiting the domain names that may be registered.

~~(i) Handling of Personal Data- UNR shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. UNR shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. UNR may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use. UNR may from time to time contact the Registered Name Holder directly, including pursuant to Section 6.7 below, for purposes related to the administration, service, or use of a Registered Name. UNR may from time to time contact the Registered Name Holder directly in conjunction with its ICANN or UNR compliance efforts. UNR may from time to time contact the Registered Name Holder directly with information about the Registered Name and related or future registry services. Except for circumstances related to a termination under Section 6.7 below, UNR shall never use Personal Data of a Registered Name Holder, acquired under this Agreement, (a) to contact the Registered Name Holder with a communication~~

~~intended or designed to induce the Registered Name Holder to change Registrars or (b) for the purpose of offering or selling non-registry services to the Registered Name Holder. Notwithstanding the foregoing, nothing in this Agreement shall prevent UNR or its related companies from offering or selling products or services to Registered Name Holders who are known to UNR because of existing customer relationships or who are identified through independent mechanisms.~~

**3.14. ~~(ii)~~ Authorization Codes.** 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 sponsoring registrar of such modifications via EPP compliant mechanisms.~~ Documentation of these mechanisms shall be made available to Registrar by ~~UNR~~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) calendar days. In addition, Registrar may not employ any mechanism for complying with a Registered Name Holder's request to obtain the applicable <authinfo> that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder's contact or name server information. Registrar must not refuse to release an <authinfo> to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment. in accordance with the Transfer Policy (as defined below).~~

**3.15. Cooperation.** Registrar agrees to cooperate with Registry Operator as set forth in this Agreement. In the event of any inquiry or dispute for any reason involving a domain name registered by Registrar in the Registry TLD(s), Registrar shall provide all reasonable assistance to Registry Operator and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute.

**3.16. Registrar Responsibilities for Uniform Rapid Suspension.** Subject to ICANN requirements and the Registry Requirements the Registrar must:

3.16.1. Accept and process payments for the renewal of a Domain Name by the party who initiated a Uniform Rapid Suspension complaint regarding a Domain Name in such cases where that party has prevailed in relation to that Domain Name; and

3.16.2. Not allow a party who initiated a Uniform Rapid Suspension complaint regarding a Domain Name who prevailed in relation to that Domain Name to renew that Domain Name for longer than one (1) year.

**3.17. TMCH Periods.** Availability of Domain Names during the TMCH Periods is subject to the TMCH requirements. Notwithstanding anything in this Agreement, Registrar acknowledges and agrees that Registry Operator will not accept a Claims Registration (as that term is defined in the TMCH requirements) unless the Registrar has completed integration testing, pursuant to the TMCH requirements.

~~**2.17. Domain Name Lookup Capability.** Registrar agrees to employ in its domain name registration business UNR's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.~~

~~**2.18-1.1. Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Inter-Registrar Transfer Policy as may be amended from time to time by ICANN (the "Transfer Policy").~~

~~**2.19-1.1. 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 UNR records shall control.~~

~~**2.20-1.1. Compliance with Operational Requirements.** 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: (a) ICANN standards, policies, procedures, and practices for which UNR has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and (b) Operational standards, policies, procedures, and practices for the UNR Supported TLDs established from time to time by UNR in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of UNR, and consistent with UNR's Registry Agreement with ICANN, as applicable, upon UNR's notification to Registrar of the establishment of those terms and conditions.~~

~~**2.21. Compliance with Marketing Guidelines.** Registrar shall comply with UNR's marketing and branding guidelines for the UNR Supported TLDs, as set forth in Appendix C or as updated from time to time upon commercially reasonable notice.~~

~~**2.22. Data Integrity and Accuracy.** Registrar shall provide UNR with full and complete contact details for all Registered Name Holders through the mechanisms specified in the Operational Requirements, regardless of whether privacy protected data elements are published for purposes of Whois.~~

~~**2.23-1.1. Resolution of Technical Problems or Breach of Agreement.** Registrar agrees to employ reasonably necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol, the APIs and the systems of UNR in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, or upon Registrar's breach of this Agreement, UNR may, in its sole discretion, temporarily suspend or restrict access to the System. Such temporary suspensions or restrictions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated.~~

~~**2.24-1.1. Prohibited Domain Name Registrations.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered,~~

~~Registrar agrees to comply with applicable terms, statutes and regulations limiting the domain names that may be registered.~~

~~**2.25. ICANN Requirements.** UNR'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, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.~~

~~**2.26.1.1. 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 UNR-Supported TLDs.~~

~~**2.27. Regular Communications.** During the term of this Agreement, UNR may, in compliance with ICANN regulations or for any other reason need to update the Agreement or its policies. Registrar shall consult the Console regularly to acknowledge any change announced by UNR. Contractual changes will also be announced by e-mail and shall be deemed accepted by the Registrar within two (2) weeks of postage.~~

### ~~**3. LICENSE**~~

~~**3.1. License Grant.** Subject to the terms and conditions of this Agreement, UNR hereby grants Registrar and Registrar accepts a non-exclusive, royalty-free, nontransferable, worldwide limited license to use for the term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the UNR-Supported TLDs only and for no other purpose. The Licensed Product, as well as any updates and redesigns, will enable Registrar to provide all services in the UNR-Supported TLDs.~~

~~**3.2. Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of UNR, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar or its authorized resellers, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of UNR or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.~~

~~**3.3. Changes to Licensed Materials.** UNR may from time to time replace or make modifications to the Licensed Product licensed hereunder. Unless Emergency Circumstances require a shorter notice period, UNR will provide Registrar with commercially reasonable notice prior to the implementation of any changes to the Supported Protocol, APIs or software licensed hereunder. Information on the change will be made available through the Console.~~

### ~~**3.4. SUPPORT SERVICES**~~

~~3.5. **Engineering Support.** UNR agrees to provide Registrar with reasonable engineering telephone support to address engineering issues arising in connection with Registrar's use of the System. Such support for Emergency Circumstances shall be available 24x7x365.~~

~~3.6. **Customer Service Support.** During the term of this Agreement, UNR will provide reasonable telephone, web-based and e-mail customer service support exclusively to Registrar for nontechnical issues solely relating to the System and its operation. UNR will provide Registrar with a telephone number and e-mail address for such support during implementation of the Supported Protocol, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. The Customer Service Support obligations in this Section does not extend to Registered Name Holders or prospective customers of Registrar; customer service and support to Registered Name Holders and prospective customers of Registrar are the exclusive obligation of Registrar.~~

#### 4. FEES

##### ~~4.1. **Registration Amount of Registry Operator Fees.**~~

~~4.1.4.1.1. Registrar agrees to pay UNR Registry Operator the non-refundable fees set forth in the Price List for initial and renewal registrations and other services provided by Registry Operator to Registrar. Fee Schedule available through the Console (the collectively, "Registration Fees"). UNR Registry Operator reserves the right to revise the Fees prospectively to the extent and in the manner that such adjustments are permitted by the Registry Agreement, as follows:~~

~~(i) With respect to initial domain name registrations, Registry Operator shall provide Registrar written notice of any price change of no less than thirty (30) calendar days;~~

~~(ii) With respect to renewal of domain name registrations, Registry Operator shall provide Registrar written notice of any price increase of no less than one hundred eighty (180) calendar days, and notice of any other price change of no less than thirty (30) calendar days. adjust the Registration Fees, provided that any renewal price increase shall be made only upon notice consistent with UNR's Registry Agreement with ICANN. Current prices and effective dates of price increases always will be found in the Registrar section of the UNR website.~~

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

~~4.3. **Non-Payment of Fees.** Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar has insufficient funds deposited with Registry Operator, Registry Operator fails to pay its fees within 10 (ten)~~

~~business days of receipt of a past due notice, UNR may do any or all of the following: (i) stop accepting new initial, or renewal or transferred registrations from Registrar; (ii) delete the Domain Names associated with any negative balance incurred from the Registry Database; and give written notice of termination of this Agreement pursuant to Section 6.2 below; and (iii) pursue any other remedy under this Agreement.~~

~~**4.2. Variable and Tiered Registration Fees.** For UNR Supported TLDs in which the Registration Fees include tiered or variable pricing, Registrar must (a) use the designated EPP extension for determining the proper registration price for a particular domain name; and, (b) clearly and conspicuously inform the Registered Name Holder of, and acquire its consent to, the initial and renewal price of such domain name.~~

~~**4.3. Registration Fees for Registered Names in the URS System.** Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed. Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year.~~

~~**4.4. Security Check or Payment Security.** Registrars shall either (a) pass a financial credit and security check, to UNR's satisfaction, that meets the financial requirements specified in UNR's Accreditation Policy; or (b) provide UNR a payment security comprised of an irrevocable letter of credit or cash deposit or credit card (the "Payment Security"). The amount of the Payment Security establishes Registrar's credit limit in the UNR System and should be based on anticipated monthly level of registrations and other billable transactions. Registrar agrees to modify its Payment Security to support increases in billable transaction volumes as required by the UNR credit and billing policies. UNR will invoice Registrar monthly in arrears for each month's Registration Fees.~~

~~**4.5. Fees Due.** All Registration Fees are due immediately upon receipt of UNR's monthly invoices. UNR will invoice Registrar after the end of each calendar month for Fees due. Each invoice will detail each UNR TLD and the Fees due for each UNR TLD. In order to satisfy any outstanding account balances, UNR may draw upon the Registrar's Payment Security. If this occurs, Registrar agrees to replenish Payment Security to the pre-draw level immediately upon completion of draw. If Registrar's Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Payment Security is replenished.~~

~~**4.6.4.4. Taxes.** The RegistrationAll 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 UNRRegistry Operator) which 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 by Registrar ~~exclusively~~ and shall not be considered a part of, a deduction from or an offset against such ~~Registration~~ Fees. All payments due to UNR-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, UNR-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.

~~4.7. **Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy. UNR will allow and support bulk transfer to Registrar, at no charge, and without extension of the registration term. (a) For each transfer of the sponsorship of a domainname registration under the Transfer Policy, Registrar agrees to pay UNR the renewal registration fee associated with a one-year extension, as set forth in the Registration Fees (defined in Section 5.1 above). The losing registrar's Registration Fees will not be refunded as a result of any such transfer. (b) For a transfer approved by ICANN under Part B of the Transfer Policy, Registrar agrees to pay UNR US \$0 (for transfers of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names). Fees under this Section 5.2 shall be due immediately upon receipt of UNR's invoice pursuant to the Payment Security.~~

~~4.8.4.5. **Charges for Variable Registry-Level ICANN Fees.** . In the event that Registry Operator is required to pay Variable Registry-Level Fees to ICANN exercises its right under Section 6.3 of UNR'sin accordance with the Registry Agreement,s Registry Operator is entitled with ICANN to collect such Fees variable registry level fees,from Registrar, and Registrar hereby gives its express approval of Registry Operator's collection, in addition to Fees due to Registry under this Section 4, of the amount that is equivalent to the Variable Registry-Level Fee paid by Registry Operator to ICANN with respect to Registrar's Domain Names in the Registry TLD(s). agrees to pay to UNR its proportionate share of such fees paid by UNR to ICANN. UNR will bill Registrar for such fees as set forth in this Section 5.~~

~~4.9.1.1. **Non-Payment of Fees.** Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within 10 (ten) business days of receipt of a past due notice, UNR may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) give written notice of termination of this Agreement pursuant to Section 6.2 below; and (iii) pursue any other remedy under this Agreement.~~

## **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

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

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

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

5.1.3. (iii)-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, further provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required take reasonable steps to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.;

5.1.4. (iv)-The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.;

5.1.5. (v)-The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.;

5.1.6. (vi)-Notwithstanding the foregoing, this Section 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed with the Disclosing Party's prior written approval 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 required to be disclosed by law, regulation or court order; provided, that

5.1.7. (i)-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 that is legally required.

5.1.8. The Receiving Party's duties under this Section 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

## 5.2. Intellectual Property.

5.2.1. Subject to the licenses granted herein Section 2.6 above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, or its suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, Registry Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

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

5.2.3. Any tools provided hereunder and any tools, software (both in object code and source code from), documentation, technical information, databases, designs, algorithms, techniques, reports, drawings, charts, text or other information and works of authorship, and all ideas, inventions, discoveries, concepts, ideas, know-how, methods, processes, improvements and derivative, whether or not patentable or copyrightable, used or developed by Registry Operator to provide the Services shall be and remain the sole and exclusive property of Registry Operator which shall have and retain all Intellectual Property Rights therein.

5.2.4. Registrar will not, and shall not allow others to, reverse engineer or otherwise attempt to derive source code from Registry Operator tools or software accessed as part of the Services.

## **6. INDEMNITIES AND LIMITATION OF LIABILITY**

**6.1. Indemnification.** Registrar, at its own expense and within thirty (30) days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless ~~UNR~~Registry Operator and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against ~~UNR~~Registry Operator or any affiliate of ~~UNR~~Registry Operator based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case:~~in the event of an indemnified event:~~ (a) ~~UNR~~Registry Operator will provide Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, ~~UNR~~Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses ~~UNR~~Registry Operator for its actual and reasonable costs incurred in connection with providing such information and assistance. ~~UNR shall have the right to control the defense of UNR to any claim or in litigation, through counsel of its choice, whose fees shall be subject to indemnification as provided herein.~~ Registrar will not enter into any settlement or compromise of any such indemnifiable claim without ~~UNR's~~Registry Operator's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by ~~UNR~~Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

**6.2. Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 8.10, IN NO EVENT WILL ~~UNR~~EITHER PARTY BE LIABLE TO REGISTRAR~~THE OTHER~~ FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS, OR ANY DAMAGES OR LOSS RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION

~~WITH THIS AGREEMENT, EVEN IF UNR~~THE PARTY(IES) HAVE~~S BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. EXCEPT FOR A BREACH OF SECTION 8-105 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 8-146.1, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID OR PAYABLE TO UNR~~REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) \$10250,000 USD.

## **7. DISPUTE RESOLUTION.**

**7.1. Dispute Resolution; Choice of Law; Venue.** ~~Disputes arising under 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 the Commonwealth of Virginia, 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 Commonwealth or federal court in the eastern district of the Commonwealth of Virginia, 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 the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation.~~

~~This Agreement is to be construed in accordance with and governed by the internal laws of the Cayman Islands without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Cayman Islands to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in a court located in Grand Cayman, Cayman Islands. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each court located in the Cayman Islands in connection with any such legal proceeding.~~

## **5.8. TERM AND TERMINATION**

**5.1-8.1. Term of the Agreement; Revisions.** ~~The Term of this Agreement shall commence on~~the duties and obligations of the Parties under this Agreement shall apply from the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the expiration of the Registry Agreement through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the

~~Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or UNR ceases to operate the registry for the UNR Supported TLDs. In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar may, at its option exercised within fifteen (15) 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 notice of termination from Registrar within such fifteen (15) day period, Registrar shall be bound by the amendment.~~

**8.2. Termination.** This Agreement may be terminated as follows:

~~5.2.8.2.1. **Compliance and** Termination For Cause.~~ In the event that either party materially breaches any ~~term of its obligations under~~ this Agreement ~~including any of its representations and warranties hereunder and~~ such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other party, then the non-breaching Party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination. ~~In the event that Registrar fails to comply with the terms of this Agreement, UNR may impose, at its election and after providing notice of breach to Registrar, graduated sanctions in lieu of issuing a termination notice, which sanctions may include limiting the ability of a Registrar (or a specific reseller of Registrar) to register new domain names or limiting the ability of a Registrar (or a specific reseller of Registrar) to update or modify records associated with Registered Names, or such other similar operational sanctions, until Registrar has become compliant with the terms of this Agreement. In the event that the cause of a Registrar's failure to comply with the terms of this Agreement is confined to the failure of a Registrar's reseller to comply, Registrar may, at its election, comply with the terms of this Agreement by terminating or suspending its reseller and assuming direct responsibility, if applicable, for any affected Registered Names.~~

~~5.3.8.2.2. Termination at Option of Registrar.~~ Registrar may terminate this Agreement at any time by giving ~~UNR-Registry Operator~~ thirty (30) days notice of termination.

~~5.4.8.2.3. Termination upon Loss of Registrar's Accreditation.~~ This Agreement shall terminate ~~immediately~~ in the event Registrar's accreditation ~~for the UNR Supported TLDs by ICANN, or its successor,~~ is terminated or expires without renewal.

~~5.5.8.2.4. Termination in the Event ~~that Successor of Termination of Registry Operator Agreement is Named.~~~~ 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 Section 9.1.1. designates another entity to operate the registry for all of the UNR Supported TLDs.~~

~~5.6.8.2.5. Termination in the Event of Insolvency or Bankruptcy.~~ Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the

appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

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

~~8.3.1. UNR Registry Operator~~ will, to the extent it has the authority to do so, 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 UNR Registry Operator for Registration Fees are current and timely. ~~Immediately upon any expiration or termination of this Agreement,~~

~~8.3.2.~~ Registrar shall ~~(i) immediately~~ transfer its sponsorship of Registered-Domain Names registrations to another licensed-ICANN-accredited registrar that is also accredited in the Registry TLD(s) of the Registry, in compliance with any procedures established or approved by ICANN, as appropriate, and (ii) either return to UNR or certify to UNR the destruction of all Confidential Information it has received under this Agreement. In the event of termination, UNR reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

~~8.3.3.~~ All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party or certified destroyed by the Receiving Party, save that Registry Operator shall be entitled to retain copies of such information for legal compliance, its obligations pursuant to the Registry Agreement or ICANN accreditation and/or good corporate governance.

~~5.7-8.3.4.~~ All fees owing to UNR Registry Operator shall become immediately due and payable.

~~5.8. Termination for Non-Payment of Fees.~~ Notwithstanding the provisions of Section 6.7 above, in the event that this Agreement is terminated because of Registrar's non-payment of fees, UNR shall have the first right, but not the obligation, to transfer the sponsorship of Registered Name registrations to a wholly-owned subsidiary of UNR, accredited by ICANN as a registrar.

~~5.9-8.4. Survival.~~ In the event of termination of this Agreement, the following shall survive: (i) Sections 2.7, Error! Reference source not found.3-6, 8.15-1, 5.2, 6.1, 6.2, 7.1, 8.3.3, 8.3.4, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, 8.1, 8.5, 8.6, 8.10 and 8.14 9.13 and (ii) the Registered Name Holder's indemnification obligation under Section 3.4 Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms ~~but each Party shall be liable for any damage arising from any breach by it of this Agreement.~~

**LIMITATIONS, WARRANTIES AND DISCLAIMERS**

~~6.9. MISCELLANEOUS.~~

~~6.1.1. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 8.10, IN NO EVENT WILL UNR BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR~~

~~CONSEQUENTIAL DAMAGES OR LOSS, OR ANY DAMAGES OR LOSS RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF UNR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. EXCEPT FOR A BREACH OF SECTION 8.10 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 8.14, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID OR PAYABLE TO UNR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) \$250,000 USD.~~

## **9.1. Assignments.**

**9.1.1. Assignment to Successor Registry Operator.** In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a successor registry by ICANN in accordance with Section 4.5 of the Registry Agreement.

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

**9.1.3. Other Assignments/Sublicense.** Except as otherwise expressly provided ~~in this Agreement~~ herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties ~~hereto~~. ~~Neither party Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of the other party, which shall not be unreasonably withheld.~~ UNR. UNR Registry Operator may assign its rights or obligations under this Agreement, ~~in whole or in part, to an affiliate or successor without the consent of the Registrar.~~

**9.2. Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by email or by telecopier during business hours) 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:**

**With a copy to:**

<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Address:</u>	<u>Address:</u>
<u>Email Address:</u>	<u>Email Address:</u>

**If to Registry Operator:**

**With a copy to:**

<u>Registry Services, LLC</u>	<u>Registry Services, LLC</u>
<u>Senior Director, Registry Solutions</u>	<u>General Counsel</u>

**9.3. Registrar's Representations and Warranties.**

**6.2.9.3.1. Registrar.** Registrar represents and warrants that: ~~(ia)~~ it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, ~~(bii)~~ it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, ~~(ciii)~~ it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, ~~pursuant to an accreditation agreement dated after May, 2013~~ ~~(ivd)~~ the execution, performance and delivery of this Agreement has been duly authorized by Registrar, ~~and (ev)~~ no further approval, authorization or consent of any governmental or regulatory authority or ICANN is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

**6.3.9.3.2. UNR's Representations and Warranties Registry Operator.** ~~UNR Registry Operator~~ represents and warrants that: ~~(i1)~~ it is a limited liability company corporation duly ~~incorporated~~ organized, validly existing and in good standing under the laws of the State of Delaware Cayman Islands, ~~(ii2)~~ it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, ~~(iii3)~~ the execution, performance and delivery of this Agreement has been duly authorized by ~~UNR Registry Operator~~, and ~~(4iv)~~ no further approval, authorization or consent of any governmental or regulatory authority or ICANN is required to be obtained or made by UNR Registry Operator in order for it to enter into and perform its obligations under this Agreement.

**6.4.9.3.3. Disclaimer of Warranties.** ~~The EPP, APIs and Software are provided "as-is" and without any warranty of any kind.~~ UNR THE EPP, APIs, REGISTRY TOOL KIT, REGISTRY SYSTEM



AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. ~~UNR~~ REGISTRY OPERATOR DOES NOT WARRANT THAT THE ~~FUNCTIONS CONTAINED IN THE~~ EPP, APIs, REGISTRY TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF ~~THE~~ EPP, APIs, REGISTRY TOOL KITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF SOFTWARE WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRY TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF SOFTWARE WILL BE CORRECTED. FURTHERMORE, ~~UNR~~ REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, EGISTRY TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRY TOOL KITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

## ~~7. MISCELLANEOUS~~

**9.4. 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 or similar status, that it deems necessary, in its discretion; (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) for violations of this Agreement, including, without limitation, the exhibits hereto; (v) to correct mistakes made by Registry Operator or any Registrar in connection with a Domain Name registration; (vi) to enforce the Registry Requirements; and (vii) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD(s). Registry also reserves the right to place a Domain Name on registry hold, registry lock, or similar status during resolution of a dispute.

**9.5. No Third-Party Beneficiaries; Relationship of the Parties.** The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement ~~does not provide and~~ shall not be construed to create any obligation by either party to any non-party to this Agreement provide third parties (i.e., non-parties to this Agreement), including any Registered Name Holder, with any remedy, claim, cause of action or privilege. 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.

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

**7.2.9.7. Force Majeure.** Neither party shall be ~~liable to the other~~ ~~responsible~~ 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 failure to perform any obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, (other than payment obligations) or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot, global pandemic, 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, ~~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 (6) months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.~~

~~**7.3.1.1. Further Assurances.** Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.~~

**9.8. Amendments.** Except as otherwise provided ~~herein, no amendment, supplement, or modification of~~ this Agreement, ~~or provision hereof shall be binding unless: any~~

**9.8.1.** ~~The amendment is mandated by ICANN as a result of (i) an amendment to the Registry Agreement; or (ii) introduction of, or variations to, any ICANN Published Policies; or (iii) an ICANN approved change or supplement to this Agreement; in which case, subject to Section [Error! Reference source not found.8-1](#), the amendment is binding automatically. shall be deemed accepted by the Registrar two (2) weeks after it was posted on Console and sent by email in accordance with section 2.21. Any new services offered by UNR after the date of execution of this Agreement and approved by ICANN may be subject to additional terms and conditions as may be established by UNR, which terms and conditions shall be deemed accepted in the event Registrar opts to offer such future approved services.~~

**9.8.2.** ~~The amendment is approved by ICANN in accordance with the amendment procedures in the Registry Agreement and in the ICANN Published Policies, in which case, subject to Section [Error! Reference source not found.8-1](#), the amendment is binding automatically.~~

~~**7.4.9.8.3.** The amendment is executed in writing by both parties.~~

**9.9. ~~Delays or Omissions; Waivers.~~** ~~No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in~~

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

**7.5.9.10. Attorneys' Fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

~~**7.6.1.1. Dispute Resolution; Choice of Law; Venue.** The Parties shall attempt to resolve any disputes between them prior to resorting to litigation.~~

~~This Agreement is to be construed in accordance with and governed by the internal laws of the Cayman Islands without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Cayman Islands to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in a court located in Grand Cayman, Cayman Islands. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each court located in the Cayman Islands in connection with any such legal proceeding.~~

~~**7.7.9.11. 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, by email or by telecopier during business hours) 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:~~

	<b>UNR Corp.</b>	<b>Registrar</b>
<b>Function</b>	Chief Legal Officer	
<b>Address</b>	Third Floor, Monaco Towers, Georgetown Grand Cayman, Cayman Islands 30369SMB-KY11202	
<b>Email</b>	Legal@UNR.com	

~~**7.8.1.1. Assignment/Sublicense.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of UNR.~~

~~UNR may assign its rights or obligations under this Agreement, in whole or in part, to an affiliate or successor without the consent of Registrar.~~

~~**7.9.1.1. Assignment in Connection with Assignment of Agreement with ICANN.** In the event that the Registry Agreement with ICANN for any of the UNR Supported TLDs is validly assigned, UNR's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of UNR under this Agreement. In the event that Registrar's accreditation agreement with ICANN 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.~~

~~**7.10.1.1. 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 Confidential Information disclosed hereunder are subject to the following terms and conditions:~~

~~(i) 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;~~

~~(ii) 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;~~

~~(iii) 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 take reasonable steps to maintain the confidentiality thereof;~~

~~(iv) The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party;~~

~~(v) The Receiving Party agrees not to prepare any derivative works based on the Confidential Information;~~

~~(vi) Notwithstanding the foregoing, this section 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 required to be disclosed by law, regulation or court order; provided, that 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 that is legally required.~~

~~**7.11.1.1. Delays or Omissions; Waivers.** No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No 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.~~

~~**7.12.9.12. Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.~~

~~**7.13.1.1. Intellectual Property.** Subject to Section 2.6 above, 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.~~

~~**7.14.1.1. Indemnification.** Registrar, at its own expense, will indemnify, defend and hold harmless UNR and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against UNR or any affiliate of UNR based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service.~~

~~7.15.1.1. In the event of an indemnified event: (a) UNR will provide Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, UNR will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses UNR for its actual and reasonable costs. UNR shall have the right to control the defense of UNR to any claim or in litigation, through counsel of its choice, whose fees shall be subject to indemnification as provided herein. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without UNR's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by UNR in connection with or arising from any such indemnifiable claim, suit, action or proceeding.~~

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

**9.14. Entire Agreement; Severability.** This Agreement (including its exhibits, which form a part of it) ~~includes the Exhibits noted herein,~~ constitutes the entire agreement between the Parties concerning the subject matter hereof of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. ~~Parties agree that in the event of a conflict or inconsistency between the Agreement and the Addendum, the Addendum shall control.~~

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

<u>Registry Services, LLC</u>	
<u>By:</u>	<u>By:</u>
<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Date:</u>	<u>Date:</u>

	<b>UNR Corp.</b>	<b>Registrar</b>
<b>By</b>		
<b>Name</b>	Raedene McGary	
<b>Title</b>	Chief Operating Officer	
<b>Address</b>	Third Floor, Monaco Towers, George Town Grand Cayman, Cayman Islands 30369SMB-KY11202	
<b>Date</b>		

## Exhibit A

# Requirements for Agreements with Registered Name Holders

Registrar shall ensure that its registration agreements with Registered Name Holders include the following provisions and obligations, or provisions and obligations at least equivalent thereto:

1. **Pricing.** Registered Name Holder shall expressly agree to the price of a Domain Name and acknowledge that price for the creation of a Domain Name may be greater than or less than the price for the renewal of that Domain Name.
2. **Malicious Conduct.** Registered Name Holder is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, sending unsolicited bulk email or spam or otherwise engaging in activity contrary to applicable law. Consequences for breach of this requirement include, but are not limited to, exercise of our rights under Section 7 of this Exhibit A.
3. **Use of Personal Data.** Registered Name Holder consents to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry Operator Published Policies and all other purposes of collection notified to Registrar by Registry Operator.
4. **Rights Protection Mechanisms.** Registered Name Holder will adhere to any policies, rules or procedures applicable under the ICANN RPMs, submit to any proceedings brought in relation to the ICANN RPMs, and acknowledge any potential consequences of the ICANN RPMs including, but not limited to, the potential for a Domain Name to be locked pursuant to the Uniform Rapid Suspension rules.
5. **Updating Registration Information.** Registered Name Holder will immediately correct and update the registration information for the Domain Name during the registration term for the Domain Name.
6. **Compliance with Registry Requirements.** Registered Name Holder's use of the Domain Name shall comply with all applicable Registry Requirements, including, but not limited to, Registry Operator Published Policies.
7. **Right to Deny, Cancel or Transfer a Registration.** Registered Name Holder acknowledges and agrees 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 or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes made by Registry Operator or any



Registrar in connection with a Domain Name registration; (f) to enforce the Registry Requirements; and (g) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD(s). Registry Operator also reserves the right to lock, hold or place a similar status a Domain Name during resolution of a dispute. Registry Operator shall have no liability to of any kind to Registered Name Holder, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.

**8. Representations and Warranties.** By submitting a request for a Domain Name, Registered Name Holder represents and warrants that: (a) to its knowledge, the registration of the requested Domain Name does not and will not infringe upon or otherwise violate the rights of any third party; (b) it is not submitting the request for a domain name for an unlawful purposes, and it will not use the Domain Name for an unlawful purpose; (c) it will not knowingly use the Domain Name in violation of any applicable laws or regulations or of the rights of any third parties; and (d) that it will use the Domain Name in accordance with the Registry Requirements.

**9. TLD Specific Requirements.** Registrar shall ensure that its registration agreements with Registered Name Holders also include the following additional provisions and obligations, or provisions and obligations at least equivalent thereto, as applicable for Registry TLD(s) as selected in Exhibit C.

**9.1. .abogado**

9.1.1. Registered Name Holder must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. At the time of registration, Registrar must provide notice of this requirement.

9.1.2. Registered Name Holders who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

9.1.3. Registered Name Holder must provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

9.1.4. Registered Name Holder represents that they possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

9.1.5. Registered Name Holder must report any material changes to the validity of the authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

## **9.2. .dds**

9.2.1. Registered Name Holder must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. At the time of registration, Registrar must provide notice of this requirement.

9.2.2. Registered Name Holders who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

9.2.3. Registered Name Holder must provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

9.2.4. Registered Name Holder represents that they possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD; specifically that they have been awarded a Doctor of Dental Surgery (DDS) degree by a recognized accredited body.

9.2.5. Registered Name Holder must report any material changes to the validity of the authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

## **9.3. .design, .fashion, .fit, .law**

9.3.1. Registered Name Holder must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. At the time of registration, Registrar must provide notice of this requirement.

9.3.2. Registered Name Holders who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

## Exhibit B

# Data Processing Addendum ~~to the Registry Registrar Agreement~~

*As provided by ICANN as part of the May 25th 2018 Temporary Specification*

~~This RRA DATA PROCESSING ADDENDUM (the “Addendum” or the “Data Processing Addendum”) is made by and between UNR and Registrar and supplements the terms and conditions of the Registry Registrar Agreement (the “RRA”) executed between the Parties.~~

To the extent of any conflict between the Agreement (referred to herein as RRA)~~RRA~~, as amended (including any of its Exhibits or 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 RRA. 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 UNR and Registrar as an addendum to the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

### 2. DEFINITIONS

- a) Applicable Agreements. Collectively means this Data Processing Addendum, ~~the~~ Registrar Accreditation Agreement (“RAA”), the Registry Agreement (“RA”), and the RRA, as those documents are applicable and binding on any individual Party.
- b) Applicable Laws. The General Data Protection Regulation (2016/679) (“GDPR”), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.
- c) Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.
- d) Data Protection Authority. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to 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 Operator 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 Operator 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 Operator 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:

Name, address, telephone and fax numbers, and email addresses of Registered Name Holder and their Technical, Billing and Administrative Contacts and any other Contacts associated with a domain name as applicable.

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

## Exhibit C

### Service Activation Form

The Registrar agrees that this Service Activation Form shall form part of, and be subject to, the Registry-Registrar Agreement executed by and between the parties.

Registrar wishes to act as a registrar for domain names within the selected top-level domains ("Registry TLD(s)"):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> <u>.abogado</u>            | <input type="checkbox"/> <u>.design</u>  | <input type="checkbox"/> <u>.select</u>  |
| <input type="checkbox"/> <u>.adult*<sup>1</sup></u> | <input type="checkbox"/> <u>.fashion</u> | <input type="checkbox"/> <u>.sex*</u>    |
| <input type="checkbox"/> <u>.beer</u>               | <input type="checkbox"/> <u>.fishing</u> | <input type="checkbox"/> <u>.study</u>   |
| <input type="checkbox"/> <u>.biz</u>                | <input type="checkbox"/> <u>.fit</u>     | <input type="checkbox"/> <u>.surf</u>    |
| <input type="checkbox"/> <u>.blackfriday</u>        | <input type="checkbox"/> <u>.garden</u>  | <input type="checkbox"/> <u>.vip</u>     |
| <input type="checkbox"/> <u>.boston</u>             | <input type="checkbox"/> <u>.horse</u>   | <input type="checkbox"/> <u>.vodka</u>   |
| <input type="checkbox"/> <u>.casa</u>               | <input type="checkbox"/> <u>.law</u>     | <input type="checkbox"/> <u>.wedding</u> |
| <input type="checkbox"/> <u>.club</u>               | <input type="checkbox"/> <u>.luxe</u>    | <input type="checkbox"/> <u>.work</u>    |
| <input type="checkbox"/> <u>.compare</u>            | <input type="checkbox"/> <u>.miami</u>   | <input type="checkbox"/> <u>.xxx*</u>    |
| <input type="checkbox"/> <u>.cooking</u>            | <input type="checkbox"/> <u>.photo</u>   | <input type="checkbox"/> <u>.yoga</u>    |
| <input type="checkbox"/> <u>.courses</u>            | <input type="checkbox"/> <u>.porn*</u>   | <input type="checkbox"/> _____           |
| <input type="checkbox"/> <u>.dds</u>                | <input type="checkbox"/> <u>.rodeo</u>   | <input type="checkbox"/> _____           |

Parties may vary this Exhibit C by executing subsequent Service Activation Form(s). Subsequent Service Activation Forms shall supersede and replace this executed Service Activation Form as Exhibit C to the Agreement only if executed in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this supplement to the Agreement as of the date set forth below.

<u>Registry Services, LLC</u>	
<u>By:</u>	<u>By:</u>
<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Date:</u>	<u>Date:</u>

\* Agreement executed by Registry Services, LLC on behalf of the Registry Operator entity contracted with ICANN per the Registry Agreement.

