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**Registry-Registrar Agreement**

This Registry-Registrar Agreement (the "Agreement"), dated as of DAY MONTH YEAR, (hereinafter the “**Effective Date**”) is made and entered into by and between Aruba PEC SpA with its offices located at Via San Clemente 53, 24036 Ponte San Pietro (BG), Italy (“RO” or “Registry Operator”) and REGISTERED BUSINESS NAME, IANA ID, with its principal place of business located at LEGALLY REGISTERED BUSINESS ADDRESS ("Registrar").

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

**WHEREAS, RO has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the top-level domain .cloud (the “Registry TLD”);**

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

WHEREAS, Registrar wishes to act as a registrar for the Registry TLD.

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

1. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply:
	* + 1. “**2013 Registrar Accreditation Agreement**” means the agreement (as amended from time to time) governing the relationship between ICANN and its accredited domain name registrars and published by ICANN at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en>
			2. The "**APIs**" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.
			3. "**Accredit**" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.
			4. “**Affiliate**” means with respect to each Party, any entity which directly or indirectly controls, is controlled by, or is under common control with, such Party.
			5. “**Business Day**” means any day which is not a Saturday or Sunday or public holiday in Italy.
			6. “**Claims Notice Information Service**” means the systems used by the Trademark Clearinghouse providers to notify anyone attempting to register a domain name matching a trademark that is recorded in the Trademark Clearinghouse of relevant trademark information and, should the domain name registration proceed, to subsequently notify those trademark holders with matching records in the Trademark Clearinghouse.
			7. "**Confidential Information**" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 30 days of the disclosure that it is confidential.
			8. "**DNS**" means the Internet domain name system.
			9. "**EPP**" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.
			10. "**ICANN**" means the Internet Corporation for Assigned Names and Numbers.
			11. “**IANA**” Internet Assigned Numbers Authority is the authority responsible for the global coordination of the DNS Root, IP addressing, and other Internet protocol resources, or its assigns.
			12. “**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.
			13. “**Registry Agreement**” means the Registry Agreement between RO and ICANN for the operation of the Registry TLD or TLDs, as amended from time to time, or as renewed.
			14. “**Registry System**” means the registry system operated by RO or by Registry Services Provider on behalf of RO for Registered Names.
			15. “**Registered Name”** means a domain name within the TLD.
			16. “**Registrant**” means the holder of a Registered Name.
			17. “**Registration Agreement”** means the registration agreement between the Registrar and a Registrant, which sets out terms specified in the 2013 Registrar Accreditation Agreement and other terms that are consistent with the Registrar's obligations to the Registry under this Agreement.
			18. The word "**Registrar**", when appearing with an initial capital letter, refers to the entity listed in the preamble above, a party to this Agreement.
			19. "**Registrar Services**" means services provided by a registrar in connection with the TLD, and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.
			20. “**Registry Database**” means a database comprised of data about one or more domain names within TLD(s) that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
			21. “**Registry Services**” shall mean the service that processes transactions via the Registry System.
			22. “**Registry Services Provider**” shall mean the entity authorized by RO to provide the Registry Services, and its successors and assigns.
			23. “**Registry System**” means the registry system operated by the Registry Services Provider for Registered Names in the Registry TLD.
			24. “**Registry Policies**” include those policies, procedures, guidelines, and criteria promulgated by RO from time to time, and include, ICANN policies applicable to the TLD, which are incorporated herein by reference.
			25. “**Registry TLD**” means the .cloud TLD referred to in the Registry Agreement.
			26. “**Registry Website**” means nic.cloud or such other site that the Registry may designate as its primary website for administering and managing the Registry TLD.
			27. “**Data Controller**” a person or entity who, either alone or with others, controls the content and use of Personal Data.
			28. “**Data Processor**” is a person or entity that processes Personal Data on behalf of a Data Controller.
			29. “**SMD File**” means a Signed Mark Data file and has the meaning given by TMCH at http://www.trademark-clearinghouse.com/help/faq/what-smd-file.
			30. “**Sunrise Application**” means the non-transferrable, complete, technically correct request for a domain name registration submitted by a Registrar to the Registry during the Sunrise Period.
			31. “**Sunrise Dispute Resolution Policy**” means the policy governing disputes arising out of or concerning the Sunrise service of the Registry TLD as published on the Registry Website.
			32. “**Sunrise Period**” means the period designated by the Registry during which holders of SMD Files may submit Sunrise Application(s).
			33. “**Sunrise Registration Policy**” means the policy under which the trademark holders have an advance opportunity to register domain names corresponding to their trademarks before names are generally available to the public.
			34. "**Term of this Agreement**" shall have the meaning set forth in Paragraph 7 below.
			35. “**Trademark Clearinghouse**” or “**TMCH**” means the ICANN-specified database and associated systems for trademark data and information as described at http://newgtlds.icann.org/en/about/trademark-clearinghouse and the associated Terms of Service.
			36. “**Trademark Claims Notice**” means the notice that the Registrar is required to present to the Registrants, notifying them that their proposed registration matches a trademark registered in the TMCH.
			37. “**Trademark Claims Service**” means the service as described at http://newgtlds.icann.org/en/about/trademark-clearinghouse/registries-registrars that provides a Trademark Claims Notice to a prospective Registrant of a domain name within the Registry TLD.
			38. “**Uniform Domain Name Dispute Resolution Policy**” or "**UDRP**" means the ICANN’s rules and policy available at <https://www.icann.org/resources/pages/help/dndr/udrp-en>
			39. “**Uniform Rapid Suspension System**” or “**URS**” means the process, by which a registered domain name may be suspended as a result of a complaint filed by a trademark owner, as further described at http://newgtlds.icann.org/en/applicants/urs.
			40. “**WHOIS**” means an Internet protocol that is used to query databases to obtain information about the registration of a domain name (or IP address).
2. **ACCREDITATION**
	1. **Accreditation**. During the Term of this Agreement, Registrar is hereby accredited by RO to act as a registrar (including register and renew registration of Registered Names in the Registry Database) for the TLDs through the Registry System.
	2. **Access to Registry Services Provider's Systems.** Registrar acknowledges that Registry Services Provider may require additional steps and agreements in order to provide access to Registry System.
	3. **Intellectual Property License**. Registrar’s use of RO name, website and logo(s), RO hereby grants to Registrar a nonexclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by Registry as a registrar for the TLD, b) to link to specified pages and/or documents within the Registry Website; and (c) use Registry's name and designated logos for promotional purposes subject to RO's applicable branding guidelines (which may be revised and amended from time to time with sixty (60) calendar days prior written notice). No other use of RO's names, logos, trademarks, service marks and/or the Registry Website, documents, graphics, text, code or other information is permitted without our prior express written consent.

 This license may not be assigned or sublicensed by Registrar except Registrar may assign all of its rights and obligations under this Agreement to an Affiliate, Subsidiary or successor-in-interest as a result of a merger or consolidation, or in connection with the sale or transfer of all or substantially all of it business or assets to which this Agreement relates. The Registrar will derive no right, title or interest in such intellectual property.

1. **REGISTRY’S OBLIGATIONS**
	1. **Access to Registry System.** Throughout the Term of this Agreement, Registry Service Provider shall operate the Registry System and provide Registrar with unencumbered access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between RO and ICANN. Registry Operator shall have OTE available to Registrar so that Registrar can test and evaluate all current and proposed functions for a sufficient period of time before they are implemented in the Registry System.
	2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, RO shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees.
	3. **Changes to System.** RO may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. RO will provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the Registry System. RO will provide ninety (90) days in the case of material changes to the EPP system. RO will use commercially reasonable efforts to provide Registrar with advance notice of any non-material changes.
	4. **Handling of Personal Data.** The processing of the personal information communicated by the Registrar to RO for the purposes of implementing this Agreement will comply with Regulation (EU) 2016/679 and the privacy policy issued by RO during the Registrar’s registration. The responsibilities for the Processing of Shared Personal Data under the RRA are specified in the RRA Data Processing Addendum – Exhibit B. It is understood that privacy policy issued by RO to be delivered to the Registrant by the Registrar is always published at www.get.cloud in the dedicated section.
	5. **ICANN Requirements.** RO’s obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registry shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.
	6. **Zone Files and Unavailable Domain Names.** Registry Operator will provide Registrar access to such zone files, which will be updated, and made available to Registrar, by Registry Operator every twenty-four (24) hours.

Additionally, Registry Operator will provide Registrar with a daily file containing a list of all domains that are not available to be registered, including, but not limited to, Registered Names, restricted and/or reserved domains that have not been registered.

Registry Operator will provide Registrar with a daily file that includes a list of all domains (with registration, renewal and redemption costs) that are priced different than the standard pricing.

* 1. **Technical and Customer Service Support**. During the Term, Registry agrees to provide Registrar with reasonable technical telephone support (24 hours a day x7 days a week x 365 days a year) to address engineering issues arising in connection with Registrar's use of the Registry System.
	2. **Customer Service Support**. During the Term, RO agrees to provide Registrar (but not Registrants or prospective customers) with reasonable telephone and email customer service support, for non-technical issues solely relating to the Registry System and its operation. RO shall provide Registrars with a telephone number available Monday to Friday (excluding Italian Public holidays) between 9.00 and 17.00, Italian time.
1. **REGISTRAR’S OBLIGATIONS**
	1. **Accredited Registrar**. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar under the Registrar Accreditation Agreement (approved by ICANN in 2013; or subsequent version) “RAA”. Failure to maintain such accreditation will constitute a material breach of this Agreement.
	2. **Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, redemption, deletion (at Registrar’s discretion), or transfer of Registered Names and (ii) customer service and billing and technical support to Registrants. Notwithstanding the foregoing, Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions or transfer of Registered Names.
	3. **Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper Registration Agreement with the Registrant. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to RO under this Agreement.
		1. Registrars in the Registration Agreement shall notify Registrants that they must comply with all applicable laws.
		2. Further and in particular the Registrar will include in its Registration Agreement with registrants a provision requiring all registrants to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data and financial regulations.
		3. Registrar must also include in their Registration Agreements a provision requiring that registrants who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
		4. and include a provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name.
	4. **Misrepresentation.** Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any of the Registry System that is superior to that of any other registrar accredited for the relevant TLD(s).
	5. **Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in its Registration Agreement with each Registrant, as applicable, an obligation for each Registrant to comply with each of the following requirements:
		1. ICANN standards, policies, procedures, requirements and practices for which RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, and including the UDRP, Trademark Clearinghouse and Trademark Claims Service, the Trademark Post-Delegation Resolution Procedure, Registry Restrictions Dispute Resolution Procedure, Public Interest Commitment Dispute Resolution Procedure and the Uniform Rapid Suspension System; and
		2. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards, policies, procedures, and practices and RO’s Registry Agreement with ICANN. Additional or revised RO operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon notice ninety (90) days prior notice by RO to Registrar unless mandated by ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar’s Registration Agreement, the terms of this Agreement shall supersede those of the Registrar’s Registration Agreement.
	6. **Additional Requirements for Registration Agreement.** In addition to the provisions of Section 5.3, in its Registration Agreement, Registrar shall require each Registrant to:
		1. consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents in a manner consistent with the purposes specified pursuant to Section 3.4, including data escrow requirements as determined by ICANN;
		2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), and submit to proceedings commenced under ICANN’s Uniform Rapid Suspension System (“URS”), under ICANN’s related rules; and
		3. correct and update the registration information for the Registered Name during the registration term for the Registered Name;
		4. when applicable, agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the Sunrise period and the Landrush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period or the Landrush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise registration; and
		5. acknowledge and agree that RO reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by RO or any Registrar in connection with a domain name registration. RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP poll command and email or phone call of any cancellation, transfers, changes or registry lock made to any registration by RO (in respect of a domain sponsored by the Registrar).
		6. As part of its registration of Registered Names in the TLDs, Registrar shall submit to, or shall place in the Registry Database via the Registry System operated by Registry Services Provider, the following data elements:
			1. The name of the Registered Name being registered;
			2. The primary name server and secondary name server(s) for the Registered Name and corresponding names of those name servers, if available;
			3. Unless automatically generated by the Registry System, the identity of the Registrar;
			4. Unless automatically generated by the Registry System, the expiration date of the registration; and
			5. Public Access to Data on Registered Names.
			6. During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois
			7. Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD Whois shall consist of the following elements:
				1. The name being registered;
				2. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
				3. The identity of Registrar (which may be provided through Registrar's website);
				4. The original creation date of the registration;
				5. The expiration date of the registration;
				6. The name and postal address of the Registrant;
				7. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
				8. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
	7. Upon receiving any updates to the data elements listed in Section 4.6.f from the Registrant, Registrar shall promptly, and no later than within five (5) business days, update its database and provide such updates to the Registry Services Provider.
	8. Business Dealings, including with Registrant. Registrars must comply with the laws, rules and administrative regulations of the all relevant governmental agencies.
	9. Registrar shall require all Registrants to enter into an electronic or written registration agreement with Registrar.
	10. The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in Section 4.6.
	11. A Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registrant’s Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration.
	12. **Time**. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the Registry records shall control.
	13. **Security**.
		1. Registrar shall develop and employ in its domain name registration business all necessary and appropriate technological and organizational security measures and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended and/or unauthorized access or disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of RO, 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.
		2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer (“SSL”) protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority of Registrar’s choice and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify RO within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.
		3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. RO 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<poll> command. Until such time that RO implements the EPP<poll> command, which will be completed within 180 days of execution of this agreement, Registry will contact Registrar in writing to notify of any said updates to the <authinfo> codes within 1 hour of the modification. Documentation of these mechanisms shall be made available to Registrar by RO. 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.
2. **REGISTRY POLICIES AND PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.**
	1. **Domain-Name Dispute Resolution**. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names in accordance with the ICANN Uniform Domain Name Dispute Resolution Policy and the Uniform Rapid Suspension System (“URS”) as set forth on the ICANN website (“Dispute Policy”).
	2. In particular in relation to URS:
		1. Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed and
		2. Registrar MUST NOT renew a domain name to such a URS Complainant for longer than one year.
	3. RO has the rights to amend this Agreement subject to material changes being approved by ICANN and at least ninety (90) calendar days email notice of any revisions before any such revisions become binding upon Registrar; however, the Registrar reserves the right to accept the revised terms with less notice.
	4. Reservation of Rights for RO. RO reserves the right to instruct the Registry Services Provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries or subcontractors, or the officers, directors, representatives, employees, or stockholders of any of them; (4) for violations of this Agreement; or (5) to correct mistakes made by RO or any registrar in connection with a domain name registration. RO also reserves the right to hold or lock a domain name during resolution of a dispute. RO will provide Registrar notice via EPP, email or phone call of any cancellation, transfers or changes made to any registration by RO not initiated by the registrar.
3. **FEES**
	1. Registrar shall pay RO or its designee the fees for TLD including initial and renewal registrations and other services provided by RO to Registrar (collectively, "Fees") as set forth in Exhibit A or as otherwise shared in a written form by RO. RO reserves the right to change the Fees (registrations or renewals) 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, RO shall provide Registrar with no less than thirty (30) calendar days’s notice of any price change; (ii) With respect to renewal of domain name registrations, RO shall provide Registrar with no less than one hundred and eighty (180) calendar days’ written notice of any price increase, and not less than thirty (30) calendar days’ notice of any price change other than the foregoing.
	2. Variable Registry-Level Fee. In the event that RO is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the RA, RO or its designee shall be entitled to collect such Fees from Registrar, and Registrar hereby gives express approval of RO’s collection thereof, in addition to Fees due to RO under Section 7.1 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by RO to ICANN with respect to Registrar’s registrations in the TLD Registry.
	3. All Fees are exclusive of applicable taxes (specifically including sales tax and Value Added Tax), which Registrar will be responsible to pay and are subject to the terms and conditions of the Registrar Agreement.
	4. **Payment.** In advance of incurring Fees, Registrar shall establish a deposit account, or, if agreed by RO in its discretion, a letter of credit or Credit Facility (as defined below) (collectively or individually the “Payment Security”). All Fees are due immediately (subject to the terms of the Credit Facility, if applicable) upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by RO to Registrar. Payment shall be made via debit or draw down of the deposit account or letter of credit or, if established, per the terms of the Credit Facility or, in general, by any valid and recognized method of payment that RO may decide to adopt or implement. RO shall provide monthly invoice statements to the Registrar.
	5. **Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or available through the letter of credit or otherwise is in default of the terms of the Credit Facility, RO may do any or all of the following in its discretion: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete or transfer the domain names associated with any negative balance incurred or invoice not paid in full; (c) give written notice of termination of this Agreement pursuant to Subsection 7.2; (d) pursue any other remedy under this Agreement.
	6. **Taxes**. Each Party shall be responsible for its own tax liabilities in its respective territory, including any company or corporate tax, national taxes federal or state and all such payments hereunder shall be made without any deduction other than withholding tax (if applicable). In the event that either Party is obliged to make a payment for withholding tax, then the Party who is responsible shall pay the amount withheld promptly to the appropriate authority and shall provide the other Party with a verified original document (or other reasonable evidence) certifying that the amounts withheld have or will be accounted for to the appropriate authority. All amounts shown as payable under this Agreement are shown before value added tax or any other similar sales taxes which will be charged in addition to these amounts to the extent that it is applicable to do so. Any value added tax or any other similar sales taxes so charged shall be paid to the other Party on production of a valid value added tax or any other similar sales taxes invoice (or any such equivalent).

* 1. Transactional Integrity. When an EPP transaction (e.g., create, renew, restore, etc.) is executed between the RO and Registrar, the cost associated with that transaction needs to be explicitly stated, accepted, and validated by the RO within the transaction. The transaction may ONLY succeed if the cost stated by the Registrar matches the cost expected by the registry. In the event that there is a discrepancy, and the transaction succeeds anyway, the cost stated by the Registrar will prevail.
1. **TERM AND TERMINATION**
	1. **Term.** The Term of this Agreement shall commence on the Effective Date and unless earlier terminated in accordance with the provisions of this Agreement, shall expire at the end of the last calendar month which is two (2) years after the Effective Date. The Term of this Agreement shall automatically renew for additional two (2) year periods unless either party provides notice to the other party of termination in writing, at least thirty (30) days prior to the end of the initial or any renewal Term. Registrar may terminate for convenience by providing RO with thirty (30) days prior notice.
	2. **Termination of Agreement by RO**. This Agreement may be terminated by RO in any of the following circumstances:
		1. There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application;
		2. Registrar is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that RO reasonably deems as the substantive equivalent of those offenses;
		3. Registrar is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others;
		4. Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that RO deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.
		5. Registrar fails to cure any breach of this Agreement within 30 calendar days after RO gives Registrar written notice of the breach;
		6. Registrar continues acting in a manner that RO has reasonably determined endangers the stability or operational integrity of the Internet or the Registry System after receiving seven (7) calendar days’ notice of that determination;
		7. Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar’s property or assets or the liquidation, dissolution or winding up of Registrar’s business; or
		8. RO’s right to Accredit registrars for the TLDs shall expire or be terminated by ICANN.
	3. **Term of this Agreement; Right to Substitute Updated Agreement**. In the event that revisions to this 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 RO. In the event that RO does not receive such notice of termination from Registrar within such fifteen-day period, Registrar shall be deemed to have accepted the revisions to this Agreement effective pursuant to the terms of notice from RO.
	4. **Termination Upon Loss of Registrar's Accreditation**. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
	5. **Effect of Termination**. Upon the expiration or termination of this Agreement for any reason:
		1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.
		2. Registrar shall immediately transfer its sponsorship of all Registered Names to another Authorized Registrar in compliance with any procedures established or approved by ICANN.
		3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.
		4. All Fees owing to Registry Operator shall become immediately due and payable.
	6. In the event of termination of this Agreement, the following shall survive: Sections 3.5, 4.2, 4.4, 6, 7, 8, 9, 10, 12 and 13 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.
2. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY** Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:
	1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
	2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
	3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof , and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
	4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
	5. The Receiving Party shall not prepare any derivative works based on the Confidential Information.
	6. Notwithstanding the foregoing, this section 8 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure or (vi) is disclosed to comply with law, including any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.
	7. The Receiving Party's duties shall expire two (2) years after the expiration or termination of this Agreement or earlier upon written agreement of the parties.
	8. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.
	9. 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.
3. **Limitations on Liability for Violations of this Agreement**. EXCEPT FOR A BREACH OF SECTION 8 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 8 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 10, IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEEDING 12 MONTH PERIOD. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
4. **Indemnification**. Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by RO under this Section, will indemnify, defend and hold harmless RO, the Registry Services Provider, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an “Indemnified Person”), against any claim, suit, action, other proceeding of any kind (a “Claim”) brought against that Indemnified Person based on, arising from, Registrar’s domain name registration business, including, but not limited to, Registrar’s advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, or any other business conducted by Registrar; provided, however, that in any such case: (a) RO or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar’s written request, RO or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses RO and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by RO and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.
	1. Indemnity. RO, at its own expense and within thirty (30) calendar days after presentation of a demand by Registrar under this Section, will indemnify, defend and hold harmless Registrar, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an “Indemnified Person”), against any claim, suit, action, other proceeding of any kind (a “Claim”) brought against that Indemnified Person based on, arising from, (i) any failure on the part of RO’s domain name registration systems, and/or (ii) any claim the RO’s domain registration systems infringe on another party’s intellectual property; provided, however, that in any such case: (a) Registrar or any other Indemnified Person provides RO with reasonable prior notice of any such Claim, and (b) upon RO’s written request, Registrar or any other Indemnified Person will provide to RO all available information and assistance reasonably necessary for RO to defend such Claim; provided further that RO reimburses Registrar and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. RO will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. RO will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by Registrar and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.
5. **Third-Party Beneficiaries**. The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.
6. **Governing Law.** This Agreement shall be governed and construed under the laws of Italy without regard to its conflict of law provisions.
7. **Notices, Designations, and Specifications**. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against of receipt of confirmation of delivery) or by fax (against receipt of answer back confirming delivery) during business hours to the address or fax number set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing pursuant to the foregoing.

Unless Registrar expressly specifies otherwise, Registrar agrees that RO may send the following notices to Registrar by email: (i) notice of an amendment to the way in which RO provide its service to Registrar; and (ii) notice of an amendment to the terms of this Agreement and/or the Registry Policies (each a “Message”). RO will not send Registrar a paper copy of a Message sent to Registrar by email. Sending a Message to Registrar by email fully complies with all RO's obligations under the Agreement.

If to Registrar:

Address:

REGISTERED BUSINESS NAME

LEGALLY REGISTERED BUSINESS ADDRESS

POSTCODE CITY

STATE OR PROVINCE

COUNTRY

Attn: ADMIN CONTACT NAME

Phone: ADMIN CONTACT PHONE
Fax: FAX
Email: ADMIN CONTACT EMAIL

If to RO:

Address: Aruba PEC SpA

Via San Clemente 53

24036 Ponte San Pietro (BG)

Italy

Attn: Massimiliano Carollo

Phone: Tel: +39 0575 05 00

Fax: +39 0575 86 20 20
Email: registry@get.cloud

* 1. It is Registrar's responsibility to ensure, at all times, that: (i) RO has been notified of Registrar's current and correct address and contact details (any change to Registrar's address or contact details must be notified to RO immediately in writing, unless the Parties agree to another form of communication); and (ii) Registrar reads all notices posted on the Registry Website from time to time in a timely manner.
	2. Although email, the internet and other forms of electronic communication are often a reliable way to communicate, no electronic communication is entirely reliable or always available. Registrar acknowledges and accepts that a failure or delay by Registrar to receive any communication from RO sent by email, posted on the Registry Website or sent by other means whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates. RO will not be liable to Registrar for any loss or damage, howsoever caused, arising directly or indirectly out of a failure or delay by Registrar or RO to receive an email or other electronic communication or view a communication posted on the Registry Website. Further, Registrar understands and accepts that emails and other electronic communications RO sends to Registrar may not be encrypted and therefore may not be secure. Registrar acknowledges the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside RO's control. Registrar accepts this risk and agrees that a failure or delay by RO to receive any communication from Registrar sent electronically, whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates.
1. **Amendments and Waivers**. Except as provided in previous sections of this Agreement, no amendment or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.
2. **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.
3. **Force Majeure.** Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, epidemic or pandemic, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), internet disruption or outage, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.
4. **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.
5. **Entire Agreement**. This Agreement including documents incorporated by reference constitutes the entire agreement of the parties hereto pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.
6. **Construction; Severability**. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted there for such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.
7. **Representation and Warranty**. Registrar and RO each represents and warrants that: (i) it is a corporation, limited liability company, partnership or other form of entity, as applicable, duly incorporated, organized or formed, and validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by either party in order for it to enter into and perform its obligations under this Agreement.
8. **Assignments**
	1. **Assignment to Successor Registry Operator**. In the event the Registry Operator's Registry Agreement is terminated or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.
	2. **Assignment in Connection with Assignment of Agreement with ICANN**. In the event that Registry Operator's Registry Agreement with ICANN for the TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.
	3. **Other Assignments**. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Registrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Registry Operator, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

RO:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REGISTRAR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: PRIMARY CONTACT NAME

Title: PRIMARY CONTACT TITLE

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Registration Fees**

RO will publish a list of fees (the “Price List”) which is the list of fees published by RO from time to time. The RO’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 RO from time to time; and (iii) is subject to change from time to time as described in this Agreement.

1. **Domain-Name Initial Registration Fee**

RO will charge a fee initial registration of a Registered Name (the “Initial Registration Fee”). The Initial Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration.

1. **Domain-Name Renewal Fee**

RO will charge a fee renewal of a registration of a Registered Name (the “Renewal Fee”). The Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal.

1. **Domain-Name Sunrise Registration Fee**

1 year minimum registration at $100.00 for year 1. Years 2-10 are $15/domain year. Sunrise fees include the TMCH fee.

1. **Domain-Name Landrush Registration Fee**

1 year minimum registration at $30.00 for year 1. Years 2-10 are $15/domain year.

1. **Premium names**

Premium (for example, reserved list domains) names as determined by the Registry Operator in its discretion will be at pricing set by the Registry Operator per annual increment, or such other amount as may be established in accordance with the terms of this Agreement.

Premium name renewals will be at pricing set by the Registry Operator per annual increment, or such other amount as may be established in accordance with the terms of this Agreement.

1. **Fees for Transfers of Sponsorship of Domain-Name Registrations**

Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, RO will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, RO will charge a Renewal Fee for the requested extension as provided in paragraph 2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

1. **Bulk Transfers**

For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay RO US $0 (for transfer of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names).

1. **Partial Bulk Transfers After Partial Portfolio Acquisition**

One twelfth of an annual registration fee for each domain name transferred. Notwithstanding the foregoing, the aggregate fees payable in shall be a minimum of $5,000 and maximum of $50,000.

1. **Restore Fee**

Registrar shall pay RO a fee (the “Restore Fee”) per Registered Name restored during the Redemption Grace Period; provided that RO reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances.

**Exhibit B**

**RRA Data Processing Addendum**

This RRA DATA PROCESSING ADDENDUM (the “**Data Processing Addendum**”) is made by and between the undersigned registry (the “**Registry**”) and registrar (the “**Registrar**”) (each a “**Party**” and together the “**Parties**”), and is effective as of May 25, 2018, and supplements the terms and conditions of the Registry-Registrar Agreement (the “**RRA**”) executed between the Parties.

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

# 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 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.

# DEFINITIONS

1. Alternative Transfer Solution. Means a mechanism other than the Applicable Standard Contractual Clauses that enables the lawful transfer of Shared Personal Data from the EEA, UK, or Switzerland to a third country in accordance with Applicable Laws.
2. 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.
3. 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.
4. Applicable Standard Contractual Clauses. Means the European Commission’s standard contractual clauses which are standard data protection terms for the transfer of personal data to third countries that do not ensure an adequate level of data protection, as described in Article 46 of the EU GDPR including: (i) Controller-Processor SCCs, (ii) UK Controller-Processor SCCs, (iii) Controller-Controller SCCs, or (iv) the UK Controller-Controller SCCs, each as defined in this Data Processing Addendum.
5. Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.
6. 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.
7. 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.
8. Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
9. 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.
10. 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.
11. Purpose(s). Has the meaning provided in Section 3 below.
12. Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.
13. Registration Data. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.
14. Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.
15. 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.

# PURPOSE, SUBJECT MATTER, AND ROLES

1. 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.
2. 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.
3. 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:
	1. The details of Processing are established and set forth in Annex 1;
	2. 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
	3. Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of the Registry and the Registrar are applicable.
	4. 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.

# FAIR AND LAWFUL PROCESSING

1. Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws*.*
2. Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:
	1. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;
	2. 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;
	3. Processing is necessary for compliance with a legal obligation to which the Controller is subject;
	4. 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
	5. 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.

# PROCESSING SHARED PERSONAL DATA

1. Data Transfers. Each Party may transfer Shared Personal Data if it complies with applicable provisions on the transfer of Shared Personal Data required by Applicable Laws
* To the extent a Party transfers Shared Personal Data relating to individuals within the UK, EEA, or Switzerland to the other Party and the receiving Party is not: (i) subject to the binding obligations of a valid Alternative Transfer Solution, or (ii) located in a jurisdiction that is subject to a valid adequacy decision (as determined by the Applicable Laws regarding the individuals about whom the Shared Personal Data is Processed), Parties agree to the Applicable Standard Contractual Clauses including the warranties and undertakings contained therein as the “data exporter” and “data importer” as applicable to the transfer contemplated by the Parties.
* Where Applicable Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they consider incorporated herein as part of this Data Processing Addendum upon execution; Specifically, it mean the Standard Contractual Clauses of the European Commission available at the following link <https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en> (or such link location as may be updated from time to time).
* Where Applicable Standard Contractual Clauses for data transfers between UK and non-UK countries are required to be executed between the Parties, therefore, in addition to the point above, they consider incorporated herein as part of this Data Processing Addendum as indicated in the document “International data transfer addendum to the European Commission’s standard contractual clauses for international data transfers” upon execution; specifically, it means the document "International data transfer addendum to the European Commission's standard contractual clauses for international data transfers" indicated by the ICO at the following link <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/> (or such link location as may be updated from time to time).
* It is understood and the Parties accept that the sections of the documents referred to in the previous two points that must be completed are considered to have been completed with the information contained in this Data Processing Addendum and in the Applicable Agreements. Specifically:
	+ If applicable, the clause 9 of the Standard Contractual Clauses is subject to the "GENERAL WRITTEN AUTHORIZATION" which will require the data importer to inform the data exporter at least 30 (thirty) days in advance;
	+ For Clause 17 of the Standard Contractual Clauses the Parties agree that this shall be the law indicated in the Applicable Agreements;
	+ For Clause 18 of the Standard Contractual Clauses the Parties agree that those shall be the courts indicated in the Applicable Agreements;
	+ For the Annexes of the Standard Contractual Clauses and the Tables of the document "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses", reference is made to this Data Processing Addendum and the Applicable Agreements.
1. 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.
2. 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.
3. 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:
	1. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;
	2. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;
	3. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;
	4. The ability to restore the availability and access to Shared Personal Data in a timely manner;
	5. 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
	6. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.
10. 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.

# SECURITY

1. 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.
2. 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:
	1. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
	2. Not leaving portable equipment containing the Shared Personal Data unattended;
	3. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;
	4. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
	5. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;
	6. 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;
	7. 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;
	8. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and
	9. 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.

# SECURITY BREACH NOTIFICATION

1. 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.
2. 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:
	1. A description of the nature of the incident and likely consequences of the incident;
	2. Expected resolution time (if known);
	3. 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;
	4. 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
	5. The name and phone number of a representative the Party may contact to obtain incident updates.
3. 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.
4. 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.
5. 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:
	1. A complaint or objection to Processing or request with respect to the exercise of a Data Subject’s rights under Applicable Laws; and
	2. 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.

# DATA SUBJECT RIGHTS

1. 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.
2. 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.
3. 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.
4. 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.

# 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.

# TRANSFERS

1. 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:
	1. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;
	2. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;
	3. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;
	4. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and
	5. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.
2. 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.

# RESOLUTION OF DISPUTES

1. 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.
2. 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.
3. 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.

# IMPACT OF CHANGES; NEW GUIDANCE

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

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

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

# Annex 1

**DETAILS OF THE PROCESSING**

1. **Nature and Purpose of Processing**. The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to this Data Processing Addendum, including as further instructed by Data Subjects.
2. **Duration of Processing**. The Parties will Process Shared Personal Data during the Term of the underlying RRA to which this this Data Processing Addendum is applicable, but will abide by the terms of this Data Processing Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.
3. **Type of Personal Data**. Data Subjects may provide the following Shared Personal Data in connection with the purchase of a domain name from a Registrar:

Registrant Name: Example Registrant Street: 1234 Admiralty Way

City: Marina del Rey State/Province: CA Postal Code: 90292 Country: US

Phone Number: +1.3105551212

Fax Number: +1.3105551213 Email: registrant@example.tld Admin Contact: Jane Registrant Phone Number: +1.3105551214

Fax Number: +1.3105551213

Email: janeregistrar@example-registrant.tld Technical Contact: John Geek

Phone Number: +1.3105551215

Fax Number: +1.3105551216

Email: johngeek@example-registrant.tld