

Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement"), ~~is made and entered into by and~~ between ~~Registry Services~~Top Level Design, LLC, a Delaware limited liability company, with its principal place of business located ~~legal address~~ at 742 Ocean Club Place, Fernandina Beach, FL 32034

USA: _____ ("RO" or "Registry Operator"), and _____, IANA ID _____, a _____ (type of company and jurisdiction), ~~an Accredited Registrar~~ with its principal place of business located at _____ ("Registrar").

~~RO and Registrar may be referenced individually as a "Party" and collectively as the "Parties."~~

WHEREAS, ~~RO~~ Registry Operator has entered ~~into~~ a Registry Agreement with the Internet Corporation for Assigned Names and Numbers (ICANN) ~~and has acquired the rights~~ to operate a shared registration system, TLD nameservers, and other equipment for certain top-level domains~~Top Level Domain Registry~~; and

~~WHEREAS~~ RO offers or may offer registrations in the .GAY Top Level Domain ("TLD"); and

~~WHEREAS~~ TLDs was delegated into the root by IANA on or about 5 September 2019; and

~~WHEREAS~~, current versions of all Registry Policies are set forth at https://toplevel.design/policy; and

~~WHEREAS~~, additional terms and pricing/fees for the TLD are posted on the Registry Website and as provided by the RO or RSP from time to time"; and

~~WHEREAS~~, RO intends to offer domains via an Early Access Program ("EAP") with payment of a unique fee on a first-come first-service basis as further defined below; and

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

WHEREAS, Registrar wishes to act as a registrar for domain names within the top-level domains ("Registry TLD(s)) specified in Exhibit C ~~the .GAY 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:~~

- 1.1. (i) ~~The~~ "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

~~(ii) — "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.~~

1.2. ~~(iii) — "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 1530 days of the disclosure of its confidentiality that it is confidential.~~

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).

1.4. ~~(iv) — "DNS" means the Internet domain name system.~~

1.5. The Effective Date shall be the date on which this Agreement is executed by both parties.

~~1.2.1.6.~~ ~~(v) — "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.~~

~~(vi) — "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.~~

1.7. ~~(vii) — "ICANN" 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.

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).

1.10. Licensed Product means the intellectual property required to access the EPP, the APIs, and software necessary for such access.

1.11. Personal Data refers to data about any identified or identifiable natural person.

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.

~~1.3.1.13.~~ (viii) — "**Registered Name Holder**" means the holder of a Domain Name within the TLD.

(ix) — "Registrant" means the holder of a Registered Name.

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.~~ (xiii) — "**Registrar Services**" means the services subject to this Agreement, provided by a registrar in connection with the TLD(s), and includes contracting with Registrant Registered Name Holders, collecting registration data about the Registrants such Registered Name Holders, and submitting registration information for entry into the Registry Database.

~~1.4.1.16.~~ (x) — "**Registration Agreement**" is means the Domain Name registration agreement between the Registrant and the Registrar and a Registered Name Holder.

(xi) — "Registration Data Director Services" or "RDDS" means the services to provide access and subset of the registration data, Whois service, and or next generation Registration Data Access Protocol (RDAP) service.

(xii) — "Registrar," when appearing with an initial capital letter, refers to the entity listed in the preamble above, a Party to this Agreement.

(xiv) — "Registry" or "RO" means a Registry Portfolio Operator serving as RO for a number of TLD's, its successors and assignees.

1.17. (xv) — "**Registry Agreement**" means the Registry Agreement between RO Registry Operator and ICANN for the operation of the Registry-GAY TLD(s), as properly amended from time to time, or as renewed from time to time.

~~1.5.1.18.~~ (xvi) — "**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.

~~1.6.1.22.~~ ~~(xvii)~~ —“**Registry Services**” shall mean the services provided by Registry Operator as defined in that processes transactions via the Registry System Agreement.

~~(xviii)~~ —“**Registry Services Provider**” or “**RSP**” means Registry Services LLC, the entity authorized by RO to provide the Registry Services, and its successors and assigns.

~~(xix)~~ —“**Registry Site**” or “**Registry Website**” means toplevel.design (https://toplevel.design/).

~~1.7.1.23.~~ ~~(xx)~~ —“**The Registry System**” means the registry system operated by the Registry Operator Services Provider for entering and maintaining Domain Names in the Registry Registered Names in the 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.

~~1.8.1.25.~~ ~~(xxi)~~ —“**Term of this Agreement**” shall have the meaning the term of this Agreement, as set forth in Paragraph Section 8.13 below.

~~1.9.1.26.~~ ~~(xxii)~~ —A “**TLD**” or “**TLDs**” shall refer to the generic top-level domain .GAY as delegated by ICANN to RO by Agreement for this string 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. — EFFECTIVE DATE

~~2.1.~~ The **Effective Date** of this Agreement shall be the date of signing by the Parties to this Agreement. Where one Party has signed before the other Party the latter date shall apply.

3. — ACCREDITATION

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

~~3.2.~~ **Intellectual Property License.** Regarding Registrar’s use of RO name, website and logo(s), RO hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement a) to state that it is accredited by Registry as a registrar for the TLD, b) to use TLD’s logos in connection with approved promotion, marketing and registrations of the TLD, c) to use RO’s website(s), logo and associated URLs. No other use of RO’s name or TLD’s name(s), website(s) or logo(s) are licensed or otherwise permitted hereby. This license may not be assigned or sublicensed by Registrar except Registrar may assign all of its rights and obligations under this Agreement to an affiliate, subsidiary or successor in interest as a result of a merger or consolidation, or in connection with the sale or transfer of all or substantially

~~all of its business or assets to which this Agreement relates. The Registrar will derive no right, title or interest in the intellectual property of RO.~~

4.2. ~~REGISTRY OBLIGATIONS OF REGISTRY OPERATOR~~

2.1. Access to Registry System. Throughout the term of this Agreement, Registry ~~Services Provider~~Operator shall ~~operate the Registry System and~~ provide Registrar with access ~~as a registrar~~ to the Registry System ~~that Registry Operator operates according to its arrangements with ICANN to transmit domain name registration information for the TLD to the Registry System.~~ Nothing in this Agreement entitles Registrar to enforce any agreement between ~~Registry Operator RO~~ 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.

2.3. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, ICANN requirements, and Registry Requirements ~~authorized by ICANN,~~ Registry ~~Operator RO~~ 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 by Section 4.1.

2.4. Provision of Tool Kit; License.

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

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.

4.1.2.7. Handling of Personal Data. Registry Operator shall notify Registrar of the purposes for which Data about identified or identifiable natural persons ("Personal Data") submitted to the Registry Operator by Registrar under this Agreement will be 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, and used by RO and/or Registry Services Provider for the purposes of providing Registry Services as defined in the Registry Agreements (including but

~~not limited to publication of registration data in the directory services, also known as “Whois” or “RDDS”) and for purposes of data escrow requirements. RO will comply with the Data Processing Addendum in Exhibit A. In addition:~~

~~4.1.1. RO will not assign the data to any third party. When required by ICANN, however, RO may make Personal Data available to ICANN in accordance with the RA. Similarly, RO may make Personal Data available in the event of an order from a court of competent jurisdiction. RO’s custody and use of Personal Data may change over time in accordance with changes in the law. Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data described in this Section 4.4 and further set out in the Data Processing Addendum annexed hereto at Exhibit A.~~

~~4.1.2. RO shall not use or authorize the use of Personal Data in a way that is incompatible with the purposes of providing Registry services. RO may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data.~~

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.

4.2.2.9. ICANN Requirements. Registry Operator RO’s obligations hereunder are subject to modification at any time as ~~the 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.

~~4.3. **Zone Files.** RO will provide Registrar access to Registry zone files, which will be updated by RO every twelve (12) hours. RO will also provide a current list of all domains that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered. RO will provide Registrar with a daily file that includes all Registrar-registered domains with renewal and redemption pricing, if different than the standard pricing.~~

~~4.4. **Price List.** RO will post its fees for registration, renewal, transfer and redemption (“Price List”) on the Registry Website or via another method to be advised by Registry Operator from time to time and in the event there are any non-standard priced domains the RO will provide a current price list of all non-standard domain names, which may include Premium Priced Domains, including registration, renewal and transfer pricing.~~

~~4.5. **Non-Uniform Renewal Registrations Pricing.** Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrants, that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one premium domain may be \$100.00 and \$25.00 for a non-premium domain name.)~~

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.

~~4.6.2.13.~~ **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.

5.3. REGISTRAR’S OBLIGATIONS OF REGISTRAR

~~5.1.3.1.~~ **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 the Registrar Accreditation Agreement (approved by ICANN in 2013; or subsequent version)an executed “RAA”.

5.2. Registrar’s Resellers

~~5.2.1.~~ Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry System and agrees to require that all of its resellers comply with all obligations assumed by Registrar in Sections 5 of this Agreement.

~~5.2.2.~~ Registrar will in any event remain fully responsible for the actions and omissions of its resellers with respect to all of the obligations imposed on Registrar in Section 5 of this Agreement.

~~5.3.3.2.~~ **Registrar Responsibility for Customer Support.** Registrar is responsible and shall provide customer support for all Registrar’s Registered Name Holders in the Registry TLD(s). In providing customer support, Registrar shall provide (i) support to accept (i) orders for registration, cancellation, modification, renewal, redemption, deletion (at Registrar’s discretion), 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/Registrants. Notwithstanding the foregoing, Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions or transfer of Registered Names. Registrar shall publish to Registrants emergency contact information for critical situations such as domain name hijacking.~~

5.4.3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any ~~Registered-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/Registrant.~~ 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 ~~RO-Registry Operator~~ under this Agreement, ~~and any other terms RO may from time to time promulgate.~~

~~5.4.1. Public Interest Commitments.~~ Registrars in the Registration Agreement shall notify registrants that they must comply with all applicable laws.

~~5.4.1.1. — Further and in particular the Registrar will include in its Registration Agreement with registrants a provision requiring all registrants to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.~~

~~5.4.1.2. — and include a provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name.~~

~~5.4.1.3. — If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.~~

~~5.4.2. Notice of the Registry Donation.~~ Registrar must provide notice to potential Registrants during the search or registration process that RO donates a portion of every registration to recognized charities focused on LGBTQ+ communities. Donated monies represent 20% of RO's gross registration revenue.

~~5.4.2.1. — Current charities will be listed on Registry Site and are subject to update. Current charities may be named in the Registrar's notice.~~

~~5.4.2.2. — Registrar is encouraged and may choose to make additional donations to RO's charities or other LGBTQ+ charity partners. Unless the Registrar is matching~~

~~the RO donation or otherwise directly contributing financially to it, verbiage will make clear that the donation comes from “.gay” or “the .gay registry”.~~

~~5.4.2.3. RO will provide suggested notice language which Registrar may include.~~

~~5.4.3. **.gay Rights Protections Policy.** Registrar shall also include the text of, make reference to, or link to the current “.gay Rights Protections Policy” in its Registrant Agreement, (see Registry Policies) and during the search or registration of a .gay domain name. It may communicate the policy or link to Registry Site.~~

~~5.5. **Misrepresentation.** Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any aspect of the Registry System that is superior to that of any other registrar accredited for the TLD.~~

~~5.6.3.4. **Indemnification Required of Registrants/Registered Name Holders.** In its Registration Agreement with each Registrant/Registered Name Holder, Registrar shall require each such Registered Name Holder/Registrant to indemnify, defend and hold harmless Registry Operator/RO, Registry Services Provider and their/its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder’s/Registrant’s domain name registration. The Registration Agreement shall further require that 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.~~

~~3.6. **Data Submission Requirements.** As part of its registration and sponsorship of Domain Names in the 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 Domain Name to Registry Operator in a timely manner.~~

~~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.~~

~~3.8. **Security.** Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar’s system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the~~

necessary measures to prevent its access to the Registry System granted hereunder from being used to (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 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.

3.9. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System, upon Registrar's violation of the operation requirements of breach of this Agreement, or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.

3.10. 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 Registry recordsSystem shall control.

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

5.7.3.12. 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~~ Registered Name Holder, as ~~applicable~~ appropriate, an obligation ~~for each Registrant~~ to comply with, each all of the following requirements:

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

5.7.2.3.12.2. ~~operational standards, policies, procedures, and practices for the Registry TLD~~ Registry Requirements as established from time to time by Registry Operator, including Registry Operator Published Policies, ~~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 Registry Requirements ~~RO operational standards, policies, procedures, and practices~~ for the Registry TLD(s) shall be effective upon notice ~~ninety-thirty (390) days prior~~ notice by Registry Operator ~~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.~~

3.13. Restrictions on Domain Names. 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 statutes and regulations limiting the domain names that may be registered.

3.14. 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 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.

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.

~~5.8. Additional Requirements for Registration Agreement.~~ In addition to the provisions of Sections 5.4, 5.6, in its Registration Agreement, Registrar shall require each Registrant to:

~~5.8.1. consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents in a manner consistent with the purposes specified pursuant to Section 4.4, including data escrow requirements as determined by ICANN and the Data Processing Addendum of annexed hereto at Exhibit A; and~~

~~5.8.2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), and submit to proceedings commenced under ICANN's Uniform Rapid Suspension System ("URS"), under ICANN's related rules; and~~

~~5.8.3. correct and update the registration information for the Registered Name during the registration term for the Registered Name; and~~

~~5.8.4. acknowledge and agree that RO reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion;~~

~~(1) to protect the integrity and stability of the registry;~~

~~(2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;~~

~~(3) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees and those of Registry Services Provider;~~

~~(4) per the terms of the Registration Agreement (including the .gay Rights Protection Policy);~~

~~(5) to correct mistakes made by RO or any Registrar in connection with a domain name registration; or~~

~~(6) for violation of any RO policy, including without limitation its Gay Protective Rights Policies.~~

~~RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by RO (in respect of a domain sponsored by the Registrar).~~

~~5.8.5. As part of its registration of Registered Names in the TLDs, Registrar shall submit to, or shall place in the Registry Database via the Registry System operated by Registry Services Provider, the following data elements:~~

~~(i) — The name of the Registered Name being registered;~~

~~(ii) — The primary name server and secondary name server(s) for the Registered Name and corresponding names of those name servers, if available;~~

~~(iii) — Unless automatically generated by the Registry System, the identity of the Registrar;~~

~~(iv) — Unless automatically generated by the Registry System, the expiration date of the registration; and~~

~~(v) — Public Access to Data on Registered Names.~~

~~(vi) — During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois, RDDS or supplemental or replacement protocol.~~

~~(vii) — Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD RDDS shall consist of the following elements:-~~

~~a. — The name being registered;~~

~~b. — The names of the primary nameserver and secondary nameserver(s) for the Registered Name;~~

~~c. — The identity of Registrar (which may be provided through Registrar's website);~~

~~d. — The original creation date of the registration;~~

~~e. — The expiration date of the registration;~~

~~f. — The name and postal address of the Registrant;~~

~~g. — The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and~~

~~h. — The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.~~

~~**5.9. Updating Data Elements.** Upon receiving any updates to the data elements listed in Section 5.9.6 from the Registrant, Registrar shall promptly, and no later than within five (5) business days, update its database and provide such updates to the Registry Services Provider.~~

~~**5.10. Registrant Responsibility for Accuracy.** The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in Section 5.8.5.~~

~~**5.11. Inaccurate Data Elements.** A Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registrant's Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration.~~

~~5.11.1. Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow the policies published by RO from time to time with respect to such complaints.~~

~~5.12. **Business Dealings, Including with Registrant.** Registrars must comply with the laws, rules and administrative regulations of all relevant governmental agencies.~~

~~5.13. **Provisioning Domain Names.** TLD domain names shall be registered on a first-come, first-served basis.~~

~~5.14.1.1. **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.~~

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

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

~~6.2. **URS.** In particular in relation to URS:~~

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

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

~~6.3. **Registrar's Ongoing Obligation to Comply with New or Revised Specifications and Policies.** RO has the rights to amend this Agreement subject to material changes being approved by ICANN and at least ninety (90) calendar days email notice of any revisions before any such revisions become binding upon Registrar; however, the Registrar reserves the right to accept the revised terms with less notice. During the Term of this Agreement, Registrar shall comply with the terms of this Agreement.~~

~~6.4. **Amending Agreement.** RO has the rights to amend this Agreement subject to material changes being approved by ICANN and at least ninety (90) days' email notice of any revisions before any such revisions become binding upon Registrar; however, the Registrar reserves the right to accept the revised terms with less notice.~~

~~6.5. **Registry Policies.** For all purposes under this Agreement, the policies specifically identified by RO on the Registry Website as of the date of this Agreement as having been adopted by RO before the date of this Agreement shall be treated in the same manner and have the same effect as "Registry Policies". Such RO Policies are hereby incorporated by reference and shall be binding on Registrar. RO may amend or otherwise revise any of such RO Policies from time~~

to time by providing ninety (90) days' prior email written notice. Registrar agrees that if it does not agree to any such amendment or modification, its sole recourse is to terminate this Agreement.

~~**6.6.1.1. 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.~~

~~**6.7. Bulk Transfer.** Within two (2) weeks of the commencement of TLD general availability, Registry Operator will allow and support bulk transfer to Registrar, without extension of the registration term, and Registry Operator will reimburse Registrar for fees incurred under the Transfer Policy.~~

7.4. FEES

~~**7.1.4.1. Current Fees and Adjustments.** Registrar shall agree to pay Registry Service Provider (CentralNic) Operator the fees set forth in the Price List for TLD domain name registrations including initial and renewal registrations and other services provided by RO Registry Operator to Registrar (collectively, "Fees"). which are set forth in the Price List. RO Registry Operator reserves the right to increase revise the Fees (registrations or renewals) prospectively to the extent and in the manner that such adjustments are permitted by the in accordance with its 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. with ICANN and RO policies then in effect. RO may reduce Fees on such notice in the manner permitted by the RA in relation to Qualified Marketing Programs and consistent with ICANN policy and RO policies. The Registry reserves the right to move unregistered Premium Domain Names across Premium Domain Name Pricing Tiers at its own discretion, provided Registry provides Registrar with 90 days prior notice for all such moves which result in Premium Domain Name price increases, and thirty 30 days prior notice for all such moves which result in Premium Domain Name price reductions, provided that Registry will make no more than two such movements across Premium Domain Name Pricing Tiers in any one year period. Additional Premium Name policies can be found in the Acceptable Use Policy and the Price List.~~

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. In the event Registrar has insufficient funds deposited with Registry Operator, Registry Operator may do any or all of the following: (i) stop accepting new initial, renewal or transferred registrations from Registrar; (ii) delete the Domain Names associated with any negative balance incurred from the Registry Database; and (iii) pursue any other remedy under this Agreement.

4.4. Taxes. All Fees due under this Agreement are exclusive of applicable tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Registry Operator) 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 and shall not be considered a part of, a deduction from or an offset against such Fees. All payments due to Registry Operator shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Registry Operator receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. ~~es (specifically including sales tax and Value Added Tax), which Registrar will be responsible to pay and are subject to the terms and conditions of the Registrar Agreement or the Registry Services Provider Billing Policy.~~

~~7-2.4.5. Variable Registry-Level Fees.~~ In the event that ~~RO-Registry Operator~~ is required to pay Variable Registry-Level Fees to ICANN in accordance with ~~Subsection 6.3 (a) of the RARegistry Agreement,~~ Registry Operator ~~RO shall be~~ entitled to collect such Fees from Registrar, and Registrar hereby gives its express approval of ~~Registry Operator's RO's~~ collection thereof, in addition to Fees due to ~~Registry RO~~ under ~~this~~ Section ~~7.1 above~~4, of the amount that is equivalent, ~~on a per name basis,~~ to the Variable Registry-Level Fee paid by ~~Registry Operator RO~~ to ICANN with respect to Registrar's ~~registrations- Domain Names~~ in the ~~Registry~~ TLD(s) Registry.

~~Taxes- All Fees are exclusive of applicable taxes (specifically including sales tax and Value Added Tax), which Registrar will be responsible to pay and are subject to the terms and conditions of the Registrar Agreement or the Registry Services Provider Billing Policy.~~

5. CONFIDENTIAL INFORMATION 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 subject to the following terms and conditions:

5.1.1. Preserving Confidentiality. 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. Use of Confidential Information. 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. Disclosure. 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 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. Confidentiality Symbols. 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. Derivative Works. The Receiving Party shall ~~shall~~ agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Limitations. Notwithstanding the foregoing, this Section 5.19 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 with the Disclosing Party's in writing prior written approval 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.

5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is

not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

~~**5.1.8. Confidentiality Duration.** The Receiving Party's duties under this Section 5.1 shall expire two five (52) years after the expiration or termination of this Agreement information is received or earlier, upon written agreement of the parties.~~

5.2. Intellectual Property.

~~**5.2.1.** Subject to the licenses granted hereinunder, 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. No Commercial Use Rights.** 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. Registry Indemnification.** Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by Registry Operator ~~RO~~ under this Section, will indemnify, defend and hold harmless Registry Operator ~~RO~~, the Registry Services Provider, their affiliates, subsidiaries and subcontractors, and the respective ~~its~~ employees, directors, officers, employees, representatives, agents, and affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, or other proceeding of any kind (a "Claim") brought against Registry Operator or any affiliate of Registry Operator ~~that Indemnified Person~~ 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: (a) Registry Operator RO or any other Indemnified Person provides Registrar with reasonable prior prompt notice of any such claim, and (b) upon Registrar's written request, Registry Operator 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 Registry Operator RO and such other Indemnified Persons for their/its 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 Registry Operator's 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 Registry Operator RO and other Indemnified Persons in connection with or arising from any such indemnifiable claim, suit, action or proceeding.~~

~~**Registrar 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.~~

~~**LIMITATIONS ON LIABILITY FOR VIOLATIONS OF THIS AGREEMENT**~~

~~**6.2. Limitations of Liability.** EXCEPT FOR A BREACH OF SECTION 9 IN NO EVENT SHALL WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH THE PARTY(IES) HAVES BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 59 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 116.1, IN NO EVENT SHALL A PARTY'S THE~~

~~MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID TO REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) \$100,000 USD. TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.~~

7. DISPUTE RESOLUTION.

~~7.1. **ICC and Arbitration Dispute Resolution.** Any controversy or claim Disputes arising out of under or relating to this or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in the Commonwealth of Virginia, USA Portland, Oregon USA. There shall be three arbitrators: each Party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award, or any claims under this Agreement shall be brought in a Commonwealth or federal court in the eastern district of the Commonwealth of Virginia, USA the courts in Portland, Oregon 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, Portland, Oregon USA., which shall not be a waiver of this arbitration agreement.~~

8. TERM AND TERMINATION

8.1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the expiration of the Registry Agreement at the end of the last calendar month which is two (2) years after the Effective Date. 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. The Term of this Agreement shall automatically renew for additional two (2) year periods unless either Party provides notice to the other Party of termination in writing, at least

~~thirty (30) days prior to the end of the initial or any renewal Term. Registrar may terminate for convenience by providing RO with thirty (30) days prior notice.~~

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

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

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

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

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

~~8.2.5-8.2.1.~~ Termination for Cause. In the event that either party materially breaches any of its obligations under Registrar fails to cure any breach of this Agreement and such breach is not substantially cured within thirty (30) calendar days after RO gives Registrar 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.~~the breach;~~

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

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

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

8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Section 9.1.1.

~~8.2.7-8.2.5.~~ Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar a party 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 a party's](#) property or assets or the liquidation, dissolution or winding up of [Registrar's a party's](#) business; ~~or~~

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

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

~~**8.4.1.1. Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.~~

~~**8.5.8.3. Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:~~

~~8.5.1.8.3.1. 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 Registry Operator for Fees are current and timely.~~

~~8.5.2.8.3.2. Registrar shall immediately transfer its sponsorship of [all Registered Domain](#) Names to another [ICANN-accredited registrar that is also accredited in the Registry TLD\(s\) Authorized Registrar](#) in compliance with any procedures established or approved by ICANN.~~

~~8.5.3.8.3.3. 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.](#)~~

~~8.5.4.8.3.4. All Fees owing to Registry Operator shall become immediately due and payable.~~

~~**8.6.8.4. Survival.** In the event of termination of this Agreement, the following shall survive: [\(i\) Sections 2.7, 3.6, 5.1, 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 and 9.13 and \(ii\) the Registered Name Holder's indemnification obligation under Section 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms. Sections 4.5, 5.2, 5.3, 5.5, 7, 8, 9, 10, 11, 13 and 14 of this Agreement.](#)~~

~~**9.1. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**~~

~~**9.1.1.1. Confidential Information.** During the Term of this Agreement, each Party (the "Disclosing Party") may disclose its Confidential Information to the other Party (the "Receiving Party"). Each Party's use and disclosure of the Confidential Information of the other Party shall be subject to the following terms and conditions:~~

~~**9.2.1.1. Preserving Confidentiality.** The Receiving Party shall treat as strictly confidential and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.~~

~~**9.3.1.1. Use of Confidential Information.** The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.~~

~~**9.4.1.1. Disclosure.** The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.~~

~~**9.5.1.1. Confidentiality Symbols.** The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.~~

~~**9.6.1.1. Derivative Works.** The Receiving Party shall not prepare any derivative works based on the Confidential Information.~~

~~**9.7.1.1. Limitations.** Notwithstanding the foregoing, this section 9 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure or (vi) is disclosed to comply with law, including any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.~~

~~**9.8.1.1. Confidentiality Duration.** The Receiving Party's duties shall expire two (2) years after the expiration or termination of this Agreement or earlier upon written agreement of the parties.~~

~~**9.9.1.1. Intellectual Property.** 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.~~

~~**9.10.1.1. No Commercial Use Rights.** Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.~~

~~**10.1. LIMITATIONS ON LIABILITY FOR VIOLATIONS OF THIS AGREEMENT**~~

~~**10.1.1.1. Limitations on Liability.** EXCEPT FOR A BREACH OF SECTION 9 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 9 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 11, IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.~~

~~**11.1. INDEMNIFICATION**~~

~~**11.1.1.1. Registry Indemnity.** 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; provided, however, that in any such case: (a) RO or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar's written request, RO or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses RO and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by RO and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.~~

~~11.2.1.1. **Registrar 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.~~

9. ASSIGNMENTS MISCELLANEOUS

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 company with a subsequent successor registry by ICANN in accordance with Section 4.5 of the Registry Agreement agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

9.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD(s) 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 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 registry operator registrar assumes the duties of Registrar Operator under this Agreement.

9.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Registrar Neither party shall not assign or transfer its rights or

obligations under this Agreement without the prior written consent of the Registry Operator or other party, which shall not be unreasonably withheld. Registry Operator may assign its rights and obligation under this Agreement to an affiliate without the consent of the Registrar.

~~12.1. NO THIRD PARTY BENEFICIARIES~~

~~12.1.1.1. Non-Party. This Agreement shall not be construed to create any obligation by either RO or Registrar to any non-party to this Agreement, including any Registrant.~~

~~13. GOVERNING LAW~~

~~13.1. California Law. This Agreement shall be governed and construed under the laws of California without regard to its conflict of law provisions.~~

~~14.1. DISPUTE RESOLUTION~~

~~14.1.1.1. ICC and Arbitration. Any controversy or claim arising out of or relating to this or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce (“ICC”). The arbitration shall be conducted in the English language and shall occur in Portland, Oregon USA. There shall be three arbitrators; each Party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys’ fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys’ fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award, or any claims under this Agreement shall be brought in the courts in Portland, Oregon 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 Portland, Oregon USA, which shall not be a waiver of this arbitration agreement.~~

~~15. NOTICES, DESIGNATIONS, AND SPECIFICATIONS~~

~~15.1.9.2. Delivering 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 (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 answerback confirming delivery) telecopier during business hours) to the address or fax-telecopier number set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing: pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from RO to Registrar at~~

~~such time as RO posts any notice, update, modification or other information on its RO Website, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new TLD(s) Registry Policy).~~

If to Registrar:

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>

~~If to Registrar:~~

~~Address:~~

~~Phone:~~

~~Fax:~~

~~Email:~~

~~If to RO:~~

~~Attn: Raymond King~~

~~Top Level Design LLC~~

~~742 Ocean Club Place,~~

~~Fernandina Beach, FL 32034~~

~~Email: ray@toplevel.design~~

~~**REPRESENTATION AND WARRANTY**~~

~~**9.3. Representations and Warranties.**~~

~~**9.3.1. Registrar.** 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, formation or organization or formation, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, (iv) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (v) no further approval, authorization or consent of any governmental or regulatory authority or ICANN is required to be obtained or made by either Party~~Registrar- in order for it to enter into and perform its obligations under this Agreement.

9.3.2. Registry Operator. Registry Operator represents and warrants that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, (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 by Registry Operator, and (iv) no further approval, authorization or consent of any governmental or regulatory authority or ICANN is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

9.3.3. Disclaimer of Warranties. 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. REGISTRY OPERATOR DOES NOT WARRANT THAT THE EPP, APIS, REGISTRY TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIS, REGISTRY TOOL KITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIS, REGISTRY TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIS, REGISTRY TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF 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 PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

9.4. Reservation of Rights for RO. ~~RO~~Registry Operator reserves the right to instruct the Registry Services Provider to deny, cancel, or transfer or otherwise make unavailable 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, in compliance with or any dispute resolution process; ~~(iii)~~ to avoid any liability, civil or criminal, on the part of ~~RO~~Registry Operator, as well as its affiliates, subsidiaries, or subcontractors, or the officers, directors, representatives and employees, or stockholders of

~~any of them; (iv)4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (v)5) to correct mistakes made by RORegistry 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). RORegistry also reserves the right to place a Domain Name on registry hold, or registry lock, or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP, email or phone call of any cancelation, transfers or changes made to any registration by RO not initiated by the registrar.~~

~~16.1. AMENDMENTS AND WAIVERS~~

~~16.1.1.1. **Amendments.** No amendment or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, save that any applicable registry TLD Policies may be updated from time to time and posted for review on its Website.~~

~~16.2.1.1. **Waivers.** 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.~~

~~NO THIRD PARTY BENEFICIARIES~~

~~9.5. **Non PartyThird-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 RO or Registrar party to any non-party to this Agreement, including any Registered Name HolderRegistrant. 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.~~~~

17. RELATIONSHIP OF THE PARTIES

~~17.1.9.6. **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.~~

18. FORCE MAJEURE

~~18.1.9.7. **No Liability from Force Majeure Event.** Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), internet disruption or outage, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, 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 non-performance as soon as possible.

~~AMENDMENTS AND WAIVERS~~

~~9.8. Amendments. Except as otherwise provided herein, No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless: executed in writing by both parties, save that any applicable registry TLD Policies may be updated from time to time and posted for review on its Website.~~

~~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 to this Agreement; in which case, subject to Section 8.1, the amendment is binding automatically.~~

~~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 8.1, the amendment is binding automatically.~~

~~9.8.3. The amendment is executed in writing by both parties.~~

~~9.9. 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 any of the provisions of this Agreement shall be deemed or shall constitute 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, any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.~~

~~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).~~

~~10.1. COUNTERPARTS~~

~~10.1.1. 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.~~

9.11. 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.

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

20. ENTIRE AGREEMENT

~~20.1.9.13.~~ **Entire Agreement; Severability.** This Agreement (including ~~including its exhibits, which form a part of it~~) ~~documents incorporated by reference~~ constitutes the entire agreement ~~between the Parties concerning the subject matter of this Agreement of the parties hereto pertaining to the accreditation of Registrar and~~ supersedes ~~all any~~ prior agreements, ~~representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein negotiations and discussions, whether oral or written, between the parties on that subject.~~ ~~If in the event that any clause or portion thereof in provision of this Agreement is for any reason shall be held to be illegal, invalid, illegal 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.~~ ~~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.~~

21. CONSTRUCTION; SEVERABILITY.

~~**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.~~

COUNTERPARTS

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

22.1. REPRESENTATION AND WARRANTY

~~**22.1.1. 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.~~

23.1. ASSIGNMENTS

~~**23.1.1. Assignment to Successor Registry Operator.** In the event the Registry Operator's Registry Agreement is terminated or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.~~

~~**23.2.1. Assignment in Connection with Assignment of Agreement with ICANN.** In the event that Registry Operator's Registry Agreement with ICANN for the TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.~~

~~**23.3.1. 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~~ [this Agreement as of the date set forth below in duplicate by their duly authorized representatives.](#)

<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>

RO:

By: _____

Name: Raymond King

Title: Chief Executive Officer

Date: _____

REGISTRAR:

By: _____

Name: _____

Title: _____

Date: _____

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, .health, .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

~~EXHIBIT A – RRA Data Processing Addendum~~

To the extent of any conflict between the Agreement (referred ~~to~~ herein as ~~the~~ 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 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 RRA may also be at the direction of the Registrar or Registry, each as a Controller.

2. DEFINITIONS

a) 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.

~~a)b)~~ 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)c)~~ 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.

d) 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.

~~e)e)~~ Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.

~~e)f)~~ 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 been identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Addendum.

- e)g) 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)h) Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
- g)i) 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)j) 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)k) Purpose(s). Has the meaning provided in Section 3 below.
- j)l) Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.
- k)m) 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)n) Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.
- m)o) 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) **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

- i. 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.
- ii. Where Applicable 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/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en (or such link location as may be updated from time to time).
- iii. Where Applicable Standard Contractual Clauses for data transfers between UK and non-UK 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, <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).
- a) 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) 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).~~
- e)b) 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)c) 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)d) 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~~e) ___ 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~~f) ___ 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~~g) ___ 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~~h) ___ 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~~i) ___ 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~~j) ___ The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

~~k~~k) ___ 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 ~~twenty four (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 ~~five~~(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 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.

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

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.

Registry Services, LLC	
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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

