Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement") is ~~entered into by and~~ between ~~DotHealth~~Registry Services, LLC, a Delaware limited liability company, with its principal place of business located at ~~120 SW 8th Street, Suite 100, Miami, Florida~~_____ ("Registry Operator"), and _____ , IANA ID _____ , a _____ (type of company and jurisdiction), with its principal place of business located at _____ ~~the following entity~~ ("Registrar"):

~~Name of Entity: _____~~

~~Form of Entity: _____~~

~~Jurisdiction of Organization: _____~~

~~Principal Place of Business: _____~~

~~Each of Registry Operator and Registrar may be referred to hereafter as a "**Party**", and collectively, they may be referred to as the "**Parties**".~~

WHEREAS, Registry Operator has entered ~~into~~ a Registry Agreement with the Internet Corporation for Assigned Names and Numbers ~~("ICANN") dated February 11, 2015 (as the same may be modified, supplemented, amended and/or replaced from time to time, the "Registry Agreement") pursuant to which ICANN appointed Registry Operator~~ to operate a shared registration system, TLD nameservers, and other equipment ~~as the exclusive registry operator~~ for ~~the .health~~certain top-~~-~~level domain~~s (the ".Health TLD")~~; ~~and~~

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

WHEREAS, Registrar wishes to act as a registrar for domain names within the ~~.Health~~top-level domains ("Registry TLD(s)") specified in Exhibit C; ~~and to provide Internet domain name registration services with respect thereto, and Registry Operator wishes to permit Registrar (along with various other registrars) to perform such functions.~~

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 (as defined below), the following terms have the following corresponding meanings:

1.1. "**Accreditation Agreement**" means the registrar accreditation agreement between ICANN and each registrar that is accredited by ICANN governing such accreditation, as the same may be modified, supplemented, amended, and/or replaced from time to time.

1.2. "**Accreditation Requirements**" means the requirement that throughout the Term of this Agreement, there is a valid and binding Accreditation Agreement in effect between Registrar and ICANN that establishes Registrar as an "ICANN accredited registrar", and all other requirements set forth in this Agreement, and those established by Registry Operator from time to time and provided to Registrar via Publication Notice (as defined below), that must be met for an entity to become and remain an Accredited Registrar, which requirements may include, among other criteria, verification of Registrar's ability to properly connect and interoperate with the Registry System, and the full execution of this Agreement.

1.3. "**Accredited Registrar**" means an entity that has executed this Agreement, meets all other Accreditation Requirements, and has been expressly approved in writing by Registry Operator as an "Accredited Registrar" and notified that it has authorization to register Registered Names to Registrants.

1.4. "**Affiliate**" means, with respect to any person or entity, any other person or entity which directly or indirectly Controls, is Controlled by, or is under common Control with such person or entity.

1.5. "**Agreement**" means this Registry-Registrar Agreement, together with all exhibits and/or appendices attached hereto, and as all of the same may be modified, supplemented, amended and/or replaced from time to time.

1.6.1.1. "**APIs**" means an are the application program interfaces through by which Registrar may interact, through the EPP, with the Registry System using the EPP.

1.7. "**Business Day**" means any day which is not a Saturday or Sunday on which commercial banks in Miami, Florida are open for the general transaction of business.

1.8.1.2. "**Confidential Information**" means all information and materials, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party (each as defined in Section 5 below) under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within 15 days of the disclosure of its confidentiality.

1.9. ~~"Control" means the direct or indirect possession of the power to direct or cause the direction of management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.~~

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).

~~1.10.~~1.4. "**DNS**" means the Internet domain name system.

~~1.11.~~1.5. "The **Effective Date**" ~~means~~ shall be ~~the later of~~ the date~~s~~ ~~of execution of~~on which this Agreement ~~as set forth by the Parties in their respective signature blocks below.~~is executed by both parties.

~~1.12.~~1.6. "**EPP**" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

1.7. **ICANN** means the Internet Corporation for Assigned Names and Numbers.

~~1.13.~~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~~those standards, policies, procedures, specifications and practices adopted or promulgated by ICANN that Registry Operator is bound to comply with pursuant to the Registry Agreement or that are otherwise binding on Registry Operator, as the same may be modified, supplemented, amended and/or replaced from time to time, including, without limitation, Consensus Policies (including, without limitation, the UDRP), Temporary Policies, and ICANN RPMs.~~

1.14. ~~"**ICANN Requirements**" means all of Registry Operator's obligations under the Registry Agreement, all of Registrar's obligations under the Accreditation Agreement, and all ICANN Policies.~~

~~1.15.~~1.9. "**ICANN RPMs**" means ~~the~~ any Rights Protection Mechanisms and associated rules, policies, requirements and procedures as outlined in ~~Registry Operator is bound to comply with pursuant to~~ Specification 7 of the Registry Agreement and the ICANN Published Policies, including,~~ without limitation,~~ 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)~~URS (each as defined therein), including the implementation of determinations issued by URS examiners.~~

1.16. ~~"**Laws**" means all applicable international, national, state and local laws, rules, regulations, ordinances, decrees and judgments.~~

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

~~1.17.~~1.11. "**Personal Data**" ~~means~~ 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.

1.13. **Registered Name Holder** means the holder of a Domain Name.

~~1.18. "**Registered Name**" means a domain name within the .Health TLD, whether consisting of two, three or more levels (e.g. twolevels.health or three.levels.health), registered and/or maintained through the Registry System and about which data is maintained by or on behalf of Registry Operator in the Registry Database (whether or not such name appears in the .Health TLD zone file).~~

~~1.19. "**Registrant**" means the person or entity in whose name a Registered Name is registered.~~

~~1.20. "**Registrar Tool Kit**" means documentation and tools provided by Registry Operator that enable Registrar to develop its EPP client, as well as any updates, modifications, enhancements and/or redesigns thereof that may be made available by Registry Operator from time to time.~~

~~1.21. "**Registration Period**" means the time period (in increments of one (1) year) during which a Registered Name may be registered in the Registry Database in accordance with and subject to the maximum number of years permitted under the Registration Period Policy (as defined in Exhibit A).~~

1.14. **Registrar Accreditation Agreement** or **RAA** means the form of agreement adopted by the ICANN Board on 27 June 2013, as such agreement may be amended from time to time in accordance with its terms.

1.15. **Registrar Services** means the services subject to this Agreement, including contracting with Registered Name Holders, collecting registration data about such Registered Name Holders, and submitting registration information for entry into the Registry Database.

1.16. **Registration Agreement** means the Domain Name registration agreement between Registrar and a Registered Name Holder.

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

~~1.22.~~1.18. "**Registry Database**" means a database comprised of data about one or more DNS domain names within the domain of the Registry~~.Health~~ 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.

1.23.1.22.   "**Registry Services**" means, collectively, Registry Services and other Approved Services as each areservices provided by Registry Operator as defined in the Registry Agreement.

1.24.1.23.   "The **Registry System**" means the registry system operated by or on behalf of Registry Operator for Registered entering and maintaining Domain Names in the Registry.Health TLD(s), including, without limitation, the Registrar Toolkit, as well as any updates, modifications, enhancements and/or redesigns thereof that may be made from time to time.

1.25. "**RPMs**" means, collectively, ICANN RPMs and all additional rights protection mechanisms developed and implemented by Registry Operator from time to time (and set forth in this Agreement) to discourage or prevent registration of domain names that violate or abuse another party's legal rights.

1.26.1.24.   "**Term**" means the term of this Agreement, as set forth in Subsection 8.1.

1.27. "**Third Party**" means any natural person or entity other than Registry Operator or Registrar, including, without limitation, any Registrant.

1.28.1.25.   "A **TLD**" means a top-level domain of the DNS.

1.26. 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.

1.29. "**UDRP**" means the Uniform Domain Name Dispute Resolution Policy adopted by ICANN, available at http://www.icann.org/en/udrp/udrp-policy-24oct99.htm, as the same may be modified, supplemented, amended and/or replaced from time to time.

1.30. "**WHOIS**" means the Registry Service that provides contact information related to Registered Names and nameservers to Internet users who query the Registry Database directly or through a registrar.

All capitalizedOther terms used in this Agreement and notas defined above terms shall have the meanings ascribed to them (a) in the context in which they are defined in this Agreement, or (b) if not defined anywhere in this Agreement, in the Registry Agreement.

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. **Accredited Status**. Notwithstanding anything else in this Agreement to the contrary, unless and until Registrar becomes an Accredited Registrar (as defined above), and for any period during which Registrar may cease to be an Accredited Registrar or Registrar's accreditation may be suspended for any reason (temporarily or permanently), Registrar will have no rights under this Agreement and will not be permitted to market or represent itself as an Accredited Registrar.

2.2.2.1. **Access to Registry System**. Throughout the term of this AgreementUpon Registrar becoming an Accredited Registrar, Registry Operator shall provide Registrar with access as a registrar access to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

2.3. **Use of Registry Name and Website**. Effective upon Registrar becoming an Accredited Registrar hereunder, Registry Operator grants to Registrar (without additional charge) a limited, nonexclusive, non-transferable, non-sublicensable, worldwide, royalty-free license during the Term of this Agreement (a) to state that Registrar is accredited by Registry Operator as a registrar for the .Health TLD, (b) to link to specified pages and/or documents within Registry Operator's website, and (c) to use Registry Operator's name and designated logos for promotional purposes subject to Registry Operator's Marketing Guidelines (as defined in Exhibit A hereto). No other use of Registry Operator's names, logos, trademarks, service marks and/or website pages, documents, graphics, text, code or other information is permitted without Registry Operator's prior express written consent.

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.

2.4.2.3. **Maintenance of Registrations Sponsored by Registrar**. Subject to the provisions of this Agreement, and ICANN Requirements, and Registry Requirements, Registry Operator shall maintain the registrations of Registered Domain Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required hereunderby Section 4.1.

2.5.2.4. **Provision of Tool Kit; License.**

~~2.5.1.~~2.4.1. Registr~~yar~~ 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 Registr~~yar~~ Tool Kit, which ~~will~~ 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 ~~(without additional charge)~~ a non-exclusive, royalty-free, nontransferable, ~~non-sublicensable~~, worldwide limited license to use for the Term and purposes of this Agreement the ~~EPP, APIs~~Licensed Product and any reference client software included in the Registr~~yar~~ Tool Kit, as well as updates and redesigns thereof ~~(collectively, the "Licensed Materials")~~, for providing ~~domain name registration~~Registrar ~~s~~Services in the ~~.Health~~Registry TLD(s) only, and for no other purpose.

~~2.5.2.~~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~~a~~) sublicense the Licensed ~~Materials~~Product or otherwise permit any use of the Licensed Product ~~Materials~~ by or for the benefit of any ~~Third Party~~party other than Registrar, (ii~~b~~) publish, distribute or permit disclosure of the Licensed Product ~~Materials~~ other than to employees, contractors, and agents of Registrar for use~~with a 'need to know'~~ in ~~connection with~~ Registrar's domain name registration business~~compliance with or exercise of its rights under this Agreement~~, (iii~~c~~) decompile, reverse engineer, copy or re-engineer the Licensed Product ~~Materials~~ for any unauthorized purpose, (iv~~d~~) use or permit use of the Licensed Product ~~Materials~~ in violation of any any federal, state or local rule, regulation or law, or for any unlawful purpose~~that is in furtherance of the violation of any Law~~. 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

~~2.6.~~2.5. Changes to ~~Registry~~ System. ~~From time to time,~~ Registry Operator may from time to time~~(but is not obligated to)~~ make modifications~~, updates, and/or enhancements~~ to the ~~EPP, APIs, and/~~Registry Tool Kit or other ~~software~~materials licensed hereunder ~~in connection with modifications to~~that will revise or augment the features of the Registry System ~~and/or its features~~. ~~Except in cases of emergency or in order to comply with any ICANN Requirement,~~ Registry Operator will ~~endeavor to~~provide Registrar with ~~at least ninety (90) days'~~reasonable notice prior to the implementation of any material changes to the EPP, APIs, ~~or~~ software, or other materials licensed hereunder. Registrar acknowledges that certain Registry System functionality may not be available unless Registrar uses the then-current version of the Registry Tool Kit.

2.6. Engineering and Customer Service Support. Registry Operator shall provide Registrar with engineering and customer service support as described in the customer support procedures made available to Registrar and as may be amended from time to time.

2.7. Handling of Personal Data. Registry Operator shall notify Registrar ~~(which notice may be effected by Publication Notice, as defined below) of Registry Operator's privacy policy regarding Registry Operator's and/or Registrar's collection, use and disclosure of~~of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data ~~(the "Registry Operator Privacy Policy")~~. Registry Operator shall take ~~commercially~~ reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Notwithstanding the above, Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use.

2.8. Service Level Agreement. Registry Operator shall use commercially reasonable efforts to ~~comply with~~meet the performance specifications set forth in Specification 10 to the Registry Agreement.

2.9. ICANN Requirements. ~~Notwithstanding anything herein to the contrary, (a) Registrar acknowledges and agrees that Registry Operator is bound to comply with and all of~~ Registry Operator's obligations hereunder are ~~at all times~~ subject to ~~and may be modified~~ modification at any time as a result of ICANN-mandated requirements and consensus policies through the processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to the contrary,~~without liability pursuant to ICANN Requirements (including, without limitation, the ICANN RPMs), and (b)~~ Registrar shall comply with ~~all~~any such ICANN requirements in accordance with ~~all applicable~~the timeline~~s~~ defined by ICANN ~~and/or established by Registry Operator pursuant to any ICANN Requirement~~.

2.10. New Registry Services. Registry Operator shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN in accordance with the Registry Agreement. In the event that the introduction of a new Registry Service involves material changes to the Registry System, such thirty (30) days shall run in parallel with, and not in addition to, any notice provided under Section 2.5 above. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service.

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

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

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

2.10. Back-end Registry Service Provider. Registrar acknowledges and agrees that the Registry System, Registry Database, technical support, Registry Services, and all other technical aspects of the .Health TLD may be operated, managed and provided by a Third Party back-end registry service provider on behalf of Registry Operator and that Registry Operator may change its backend registry service provider from time to time, provided that except in cases of emergency, to comply with any ICANN Requirement, or to mitigate actual or potential liability, loss or damage to Registry Operator, Registry Operator will provide Registrar with ninety (90) days' notice of any such change (which notice may be via Publication Notice).

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited~~ation of~~ **Registrar**. ~~Registrar represents and warrants that, at all times d~~During the term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD(s), under an executed RAA. ~~(a) all information provided to Registry Operator in connection with Registrar's receipt of accreditation as a registrar for the .Health TLD will be true and correct, and (b) all Accreditation Requirements will remain satisfied by Registrar. Registrar shall notify Registry Operator immediately in the event either of the foregoing representations ceases to be true (temporarily or permanently).~~

3.2. Registrar Responsibility for Customer Support ~~and Marketing~~. 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 ~~(a)~~ support to accept (i) orders for registration, cancellation, modification, renewal, ~~redemption, restoration,~~ deletion, redemptions ~~and~~ or transfer of ~~Registered~~ Domain Names, and (~~b~~ii) customer service (including domain name record support) and~~,~~ billing and technical support to Registered Name Holders~~Registrants, and (c) emergency contact information to all Registrants (in compliance with any applicable ICANN Requirements) so that Registrants can obtain emergency support from appropriate Registrar personnel for critical situations relating to transfer and/or abuse (e.g. domain name hijacking, spamming, phishing, pharming, etc.). Registrar will use commercially reasonable efforts to market, directly and through authorized Resellers (as defined below), the .Health TLD and solicit potential registrants to register for domain names in the .Health TLD. Registrar agrees to provide Registry Operator with reasonable cooperation in marketing campaigns and/or community outreach programs that Registry Operator may commence from time to time~~.

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 ~~Registrant (the "Registration Agreement")~~ 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. ~~The current form (or forms if Registrar uses more than one version) of Registrar's Registration Agreement is (are) attached as Exhibit C. Registrar may from time to time amend its form(s) of Registration Agreement(s) or add alternative forms of Registration Agreements, provided that if any such changes materially alter the terms applicable to Registered Names and/or to Registrants (by virtue of their registration of a Registered Name), Registrar shall furnish a copy of the amended or alternative Registration Agreement to Registry Operator at least five (5) business days in advance of the use of such amended or alternative Registration Agreement. In any case, Registrar shall provide Registry Operator a current copy of its Registration Agreement within five (5) business days of Registry Operator's request.~~ Registrar shall include in its Registration Agreement those terms required by this Agreement, including but not limited to those listed in Exhibit A and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

3.4. **Indemnification Required of Registered Name Holders~~Registrants~~**. In ~~the~~ its Registration Agreement with each Registered Name Holder~~Registrant~~, Registrar shall require such Registered Name Holder ~~Registrant~~ to ~~(within thirty days of demand)~~ indemnify, defend and hold harmless Registry Operator ~~(by express reference or by reference to all registry operators), Registrar and their respective Affiliates, successors and assigns, as well as each of their respective owners~~and its subcontractors, directors, ~~managers,~~ officers, employees, ~~contractors, service providers~~affiliates, and agents ~~(and all of their successors and assigns)~~of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses ~~(including on appeal), whether known or unknown, fixed or contingent~~, arising out of or relating to the Registered Name Holder's~~in any way to the Registrant's~~ domain name registration.~~, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. The Registration Agreement also must prohibit each Registrant from entering into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent must not be unreasonably withheld, and provide that~~ The Registration Agreement shall further require this indemnification obligation ~~will~~ survive the termination or expiration of the Registration Agreement ~~for any reason~~.

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.

~~3.5.~~3.6. **Data Submission Requirements**. As part of its registration and sponsorship of ~~Registered~~ Domain Names in the ~~.Health~~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 ~~("Data Submission Specifications")~~. Registrar hereby grants Registry Operator a ~~perpetual, irrevocable, royalty-free, fully paid-up, non-assessable,~~ 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 ~~may be deemed necessary by~~required in

Registry Operator's for the technical operation of the .Health Registry TLD(s), and/or as otherwise required or permitted under the Registry Agreement. Registry Operator reserves the right, at any time it deems reasonably necessary, to verify (a) the truth, accuracy, and completeness of any information provided by Registrants to Registrar or Registry Operator (directly or indirectly), and (b) Registrant compliance with all applicable ICANN Requirements, Registry Operator Policies (as defined below), and the Registration Agreement. Registrar shall cooperate with Registry Operator (and require all Registrants to do the same) in connection with such verification and furnish all requested documentation as Registry Operator may reasonably require to complete the verification. 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.

3.6.3.8. **Security**. Registrar shall develop and employ in its domain name registration business all necessary technology and physical and administrative restrictions and measures to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's systems and the Registry System must shall be protected to avoid unintended disclosure of information. Registrar shall agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (a) access the Registry System and/or access, modify, acquire or misuse any data contained therein without authorization, (ib) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile or any other means of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (iib) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated pursuant tounder 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 from time to time require additional other reasonable security measures provisions to ensure that the Registry System is secure. Registrar agrees to comply with all such measures. Each EPP session must be authenticated and encrypted using two-way secure socket layer ("SSL") protocol or other method that may be approved by Registry Operator in writing or prescribed by Registry Operator for all Accredited Registrars via Publication Notice. Registrar also shall authenticate every EPP client connection with the Registry System using its Registrar password, which it may not disclose to anyone other than those of its employees with a "need to know". Registrar shall use commercially reasonable efforts to notify Registry Operator within four (4) hours, but in no event more than twenty four (24) hours of learning that its Registrar password has been compromised in any way or if the authentication method then in effect has been compromised in any way.

3.7.3.9. **Resolution of Technical Problems**. Registrar shall employ necessary employees, contractors, and/or agents with sufficient technical training and experience to respond to and fix all technical problems concerning Registrar's the use of the EPP, and the APIs, the Registry System, and the Registry Database 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 to Registrar in a non-arbitrary and non-discriminatory manner and shall apply fairly to any registrar (compared with other similarly situated, including affiliates of Registry Operator registrars).

3.8.3.10.   **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 System records willshall control.

3.9.3.11.   **Transfer of Sponsorship of Registrations**. Registrar agrees to implement transfers of Registered Domain Name registrations from another Accredited registrar to Registrar and vice versa pursuant to the ICANN's Transfer Policy with an effective date of August 1, 2016, which can be found at the following URL: https://www.icann.org/resources/pages/transfer-policy-2015-09-24-en, as the same may be modified, supplemented, amended and/or replaced from time to time, and any applicable Registry Requirements. (the "**Transfer Policy**").

3.10.3.12.   **Compliance with Terms and Conditions**. Registrar shall comply with, and shall include in its Registration Agreement with each Registered Name Holder as appropriateRegistrant (to the extent potentially applicable) a requirement that each such Registrant an obligation to comply with, all of the following:

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

3.10.2.3.12.2.   Registry Requirements as established from time to time by Registry Operator, including Registry Operator Published Policies. Additional or revised Registry Requirements for the Registry TLD(s) shall be effective upon thirty (30) days notice by Registry Operator to Registrar.Operational standards, policies, procedures, and practices for the .Health TLD as set forth in the Registry Agreement and as may be established by Registry Operator and provided to Registrar (via Publication Notice or otherwise) from time to time (including, without limitation, those relating to the marketing and/or promotion of the .Health TLD) in a non-arbitrary and nondiscriminatory manner (compared with other similarly situated registrars) consistent with ICANN Requirements, including, without limitation, (a) those set forth on a Registry Operator Policy Website (as defined below), (b) those set forth in the .Health Registrar Guide provided to Registrar (the "**Registrar Guide**"), and (c) those set forth in Exhibit A attached hereto (collectively, and as the same may be amended from time to time, the "**Registry Operator Policies**"). Registrar acknowledges and agrees that Registry Operator may, in its sole discretion, modify, revise, supplement, amend and/or replace any of such Registry Operator Policies at any time, and from time to time upon notice to Registrar, which notice may be effected by Publication Notice. Notwithstanding the foregoing, to the extent any new Registry Operator Policy or any modification, revision, supplement, amendment or replacement of or to an existing Registry Operator Policy requires an affirmative action for Registrar to be in compliance, Registry Operator will provide Registrar thirty (30) days' notice thereof (which may be by Publication Notice). The term "**Registry Operator Policy Website**"

means Registry Operator's website located at www.get.health and any other website designated by Registry Operator as a repository for Registry Operator Policies upon at least thirty (30) days' notice to Registrar (which may be via Publication Notice).

3.11.3.13.   **Restrictions on Registered Domain Names**. In addition to complying with all ICANN standards, policies, procedures, and practices Requirements and Registry Operator Policies limiting or restricting the registration of specified 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 registeredor categories of domain names, Registrar also shall comply with all Laws limiting or restricting the registration of specified domain names or categories of domain names.

3.12.3.14.   **Authorization Codes**. Registrar shall not provide identical Registrar-generated authorization codes (<authinfo> codes or "**Authorization Codes**") for Registered Domain Names registered through Registrar by different registrants with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes Authorization Codes for a given Registered Name registered through Registrar, in which case Registry Operatordomain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms. Registry Operator shall make dDocumentation of these mechanisms shall be made available to Registrar by Registry Operator. The Registrar shall provide Registrants the Registered Name Holder with timely access to the authorization code Authorization Codes along with the ability to modify the authorization codeAuthorization Codes. Registrar shall respond to any inquiry by a Registrant 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 Registrant's request to obtain the applicable <authinfo> Authorization Code that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder's Registrant's contact or name server information. Registrar must not refuse to release an <authinfo> Authorization Code to the Registered Name Holder Registrant solely because there is a dispute between the Registered Name Holder Registrant and the Registrar over payment.

3.13.   **Registrar Personnel**. Registrar shall ensure that all of its Resellers, distributors, Affiliates, and their respective owners, directors, managers, officers, employees, contractors, agents, successors and assignees comply with all of the terms, conditions, covenants and agreements set forth or referenced in this Agreement. Registrar shall have primary responsibility and liability to Registry Operator for all failures of any such persons to so comply as if the failure was made by Registrar.

3.14.   **Resellers**. Registrar may, at its discretion from time to time, designate one or more resellers that will be permitted to provide registrar services consistent with those permitted of Registrar under this Agreement (each, a "**Reseller**"). Registrar shall enter into a paper or electronic agreement with each of its Resellers (a "**Reseller Agreement**") to ensure Registrar's compliance with this Agreement. All Reseller Agreements must expressly require that the Reseller comply with all of the terms and conditions of this Agreement and all of Registrar's covenants, obligations, representations and warranties as set forth in this Agreement,

including, without limitation, those relating to Prohibited Marketing (as defined in Exhibit A hereto). Registrar will be primarily liable for all acts and omissions of its Resellers as if the same were made by Registrar directly, and Registry Operator's obligations under this Agreement will not be increased due to Registrar's appointment of any Resellers. Promptly upon request from Registry Operator (which request may not be made more than once per calendar quarter, except in the event of a breach of this Agreement by Registrar or of a Reseller Breach, as defined below), Registrar shall provide to Registry Operator a complete written list of all of its current Resellers so that Registry Operator may ensure compliance with this Agreement. Registry Operator will not use such list for any other purpose and will treat such list as Registrar's Confidential Information hereunder. Further, in its Reseller Agreement with each Reseller, Registrar shall require such Reseller to indemnify, defend and hold harmless Registry Operator (by express reference or by reference to all registry operators) and its Affiliates, successors and assigns, as well as their respective owners, directors, managers, officers, employees, representatives, agents, service providers and contractors (and all of their successors and assigns) from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses (including on appeal), arising out of or relating to (a) any claim or alleged claim relating to any product or service of such Reseller; (b) any claim or alleged claim relating to any agreement with any Registrant that registers a Registered Name through such Reseller; (c) any claim or alleged claim relating to such Reseller's domain name registration business or other activities, including, but not limited to, such Reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; and/or (d) any breach by such Reseller of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth in this Agreement. Each such Reseller Agreement must further require that the Reseller may not enter into any settlement or compromise of any claim subject to indemnification as provided above without Registry Operator's prior written consent, which consent will not be unreasonably withheld. This indemnification obligation must be made to survive any termination or expiration of the Reseller Agreement and/or this Agreement. Registry Operator reserves the right upon written notice to require Registrar to terminate any Reseller's right to provide registrar services with respect to the .Health TLD if such Reseller fails to comply with the terms of this Agreement (a "**Reseller Breach**") and to take any measures Registry Operator deems necessary to prevent such Reseller from accessing the Registry System. Unless the nature of the Reseller Breach is such that it is incapable of being cured or the same breach has been committed previously by the same Reseller, Registry Operator's notice will provide a ten (10) calendar day cure period.

3.15. **Use of Registrar Name and Logo**. Registrar hereby grants to Registry Operator (without additional charge) a limited, nonexclusive, worldwide, royalty-free license throughout the Term of this Agreement (a) to publicize that Registrar is accredited by Registry Operator as a registrar for the .Health TLD, (b) to link to Registrar's website, and (c) to use Registrar's name and logos for promotional purposes, provided that any use beyond merely including Registrar in a list, graphic or other representation of Accredited Registrars, must be pre-approved by Registrar, which approval will not be unreasonably withheld, conditioned or delayed.

3.16. **Domain Name Lookup Capability; WHOIS**. At its own expense, Registrar shall incorporate into its own systems Registry Operator's domain name lookup capability (for determining if a

requested domain name in the .Health TLD is available or unavailable for registration), Registry Operator's WHOIS service (via port 43) and/or any other protocol to identify individuals or entities responsible for the operation of a network resource on the Internet as may be required by or pursuant to Registrar's Accreditation Agreement and/or any other ICANN Requirement (including, without limitation, as required pursuant to Specification 4 of the Registry Agreement), and a web-based tool for providing free public query-based access to current data concerning all active Registered Names. The data accessible through this service must include all elements and comply with all accuracy requirements as may be specified or required by or pursuant to all relevant Registry Operator Policies, Registrar's Accreditation Agreement, and other ICANN Requirements. Registry Operator reserves the right to monitor registration data for accuracy and completeness, and to establish Registry Operator Policies to address inaccurate or incomplete WHOIS data. To the extent required by ICANN, Registry Operator will offer a mechanism whereby Third Parties can submit complaints directly to Registry Operator about inaccurate or incomplete WHOIS data. Registry Operator will forward the same to Registrar to the extent relating to a Registered Name sponsored by Registrar. Promptly upon receipt thereof, Registrar shall address all such complaints with the relevant Registrants in accordance with any applicable ICANN Requirements. Subject to any limitations imposed by any applicable ICANN Requirement, Registry Operator reserves the right to suspend or delete the registration for any Registered Name that is the subject of such a complaint if not resolved to Registry Operator's reasonable satisfaction.

3.17.3.15.   **Cooperation**. Registrar agrees to cooperate with Registry Operator as set forth in this Agreement. In the event of any inquiry, investigation, claim, or dispute or other legal action relating tofor any reason involving a Registered domain Nname registered through by Registrar, in the Registry TLD(s), Registrar shall provide all reasonable cooperation and assistance to Registry Operator and/or any applicable Court, Arbitrator, law enforcement agency, government,and governmental or quasi-governmental agenciesy, and/or any other relevant authority conducting, considering or ruling on such inquiry, investigation, claim,the issue or dispute or other legal action.

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.

4. FEES

4.1. Amount of Registry Operator Fees.

4.1.1. ~~In consideration for initial and renewal domain registrations and other services provided by Registry Operator to Registrar hereunder,~~ Registrar ~~shall~~ agrees to pay Registry Operator the ~~non-refundable~~ fees set forth in the Price List for initial and renewal registrations and other services provided by Registry Operator to Registrar ~~for such registrations and services as described in Exhibit B attached hereto and as specified in a Registry Operator Policy governing the same~~ (collectively~~, the~~ "Fees")~~, and such policy, the "**Fee Policy**") which Fee Policy will be provided to Registrar via Publication Notice)~~. Registry Operator reserves the right to ~~increase or decrease~~revise the Fees prospectively to the extent and in the manner that such adjustments are permitted by the Registry Agreement, as follows:~~at any time provided that, except as otherwise mutually agreed in writing by the Parties (but subject to ICANN Requirements), Registry Operator must provide Registrar no less than (a) ninety (90) days' prior notice of any change in the Fee for initial domain registrations, including increases resulting from the elimination of any refund, rebate, discount, product tying or other program that had the effect of reducing such Fee (unless the refund, rebate, discount, product tying or other program was of a limited duration that was disclosed to Registrar when offered, in which case no notice is required), and (b) one hundred eighty (180) days' prior notice of any change in the Fee for renewal registrations, including increases resulting from the elimination of any refund, rebate, discount, product tying, Qualified Marketing Program (as defined in Section 2.10(c) of the Registry Agreement), or other program that had the effect of reducing such Fee. Notwithstanding the foregoing, however, Registry Operator need only provide thirty (30) days' prior notice of an increase in the Fee for renewal registrations if (i) the effective date of the Fee increase occurs on or before the twelve (12) month anniversary of the Effective Date of the Registry Agreement and the resulting Fee is less than or equal to the initial Fee charged for renewal registrations under this Agreement, or (ii) the effective date of the Fee increase occurs after the twelve (12) month anniversary of the Effective Date of the Registry Agreement and the resulting Fee is less than or equal to the amount of any Fee that previously took effect as a result of an increase for which Registry Operator notified Registrar pursuant to clause (b) of this Section 4.1 within the twelve (12) month period preceding the effective date of the new increase. All notices referenced in this Section may be effected by Publication Notice. In addition to the Fees, Registrar also shall pay Registry Operator (within ten (10) days of invoice date) an amount equal to each applicable Variable Registry-Level Fee assessed to Registry Operator by ICANN pursuant to Section 6.3 of the Registry Agreement. Registry Operator need not provide Registrar any notice of increases in Variable Registry-Level Fees.~~

(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.

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.) in an amount determined in accordance with the Fee Policy (the "Deposit Account"). Except to the extent Registry Operator offers any other payment arrangement or program pursuant to an adopted Registry Operator Policy and Registrar is approved to participate therein, aAll 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 and payment will be made via debit or draw down of the deposit account or other credit facility approved by Registry Operator. Registry Operator shall provide monthly statements invoices to the Registrar.

4.3. **Deposit Account Deficiency; Non-Payment of Fees.** In the event the Deposit Account balance drops below the minimum requirement established in the Fee Policy (the "**Minimum Balance**"), or Registrar has insufficient funds deposited otherwise fails to pay any fees when due in accordance herewith or with any applicable Registry Operator Policies, Registry Operator reserves the right to take any action it deems appropriate in order to protect Registry Operator's interest which may includemay do any or all of the following (to the extent not prohibited by any ICANN Requirement): (ia) suspend acceptance ofstop accepting new initial, renewal or transferred registrations from Registrar ("Hold Status"); (iib) delete the Registered Domain Names associated with any negative balance incurred the deficiency from the Registry Database; and/or (iiic) pursue any other remedy under this Agreement and/or that may be available at law or in equity. In addition to the foregoing, in the event Registrar is put on Hold Status more than once in any calendar year, in addition to correcting any deficiency required by this Agreement, Registry Operator may charge Registrar a reinstatement fee of US$1,000 (the "Reinstatement Fee") the second and each additional time Registrar is put on Hold Status in such calendar year. Registrar must pay the Reinstatement Fee in order to remove the Hold Status. All Reinstatement Fees will be debited from the Deposit Account and, therefore, must be factored into the amount of funds Registrar deposits into the Deposit Account to replenish the Minimum Balance in order to remove the Hold Status.

4.4. **Taxes.** All amounts Fees due under this Agreement are exclusive of all applicable taxes. 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 or property of Registry Operator) that 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 will shall be borne by Registrar and will shall not be considered a part of, a deduction from or an offset against any amounts due under this Agreementsuch Fees. All payments due to Registry Operator must 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 will 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.

4.5. Variable Registry-Level Fees. In the event that Registry Operator is required to pay Variable Registry-Level Fees to ICANN in accordance with the Registry Agreement, Registry Operator is entitled to collect such Fees from Registrar, and Registrar hereby gives its express approval of Registry Operator's collection, in addition to Fees due to Registry under this Section 4, of the amount that is equivalent to the Variable Registry-Level Fee paid by Registry Operator to ICANN with respect to Registrar's Domain Names in the Registry TLD(s).

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

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

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

5.1.3. The Receiving Party shall make no disclosures whatsoever of ~~not disclose~~ any Confidential Information of the Disclosing Party ~~to any~~ other~~s~~ ~~person or entity~~; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted ~~Receiving Party may disclose Confidential Information of the Disclosing Party~~ to the Receiving Party's ~~owners,~~ officers, ~~directors, managers,~~ employees, contractors~~, service providers~~ and agents~~, and those of its Affiliates (collectively, "Representatives") that~~ who have a demonstrable need to know such Confidential Information, ~~in order for Receiving Party to exercise any right or perform any obligation hereunder and who have agreed in writing or are otherwise legally bound to protect the Confidential Information in accordance with confidentiality terms no less restrictive than those of this Agreement, and~~ further provided the Receiving Party ~~first~~ shall advise~~s~~ such personnel ~~each Representative~~ 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. ~~Receiving Party will be primarily liable to Disclosing Party for any breach of the terms of this Section 5.1 by any of Receiving Party's Representatives.~~

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

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this S~~ubs~~ection 5.1 imposes no obligation upon the ~~Receiving Party~~ parties with respect to information that (~~a~~i) is disclosed ~~by the Receiving Party~~ with the

Disclosing Party's prior written approval; (subject to the terms of any such approval), (b) is in or (ii) is or has entered the public domain through no fault of the Receiving Party;, (c) was lawfully obtained, received or (iii) is known by the Receiving Party prior to the time of disclosure; without obligation of confidentiality, (d) or (iv) is independently developed by the Receiving Party without use of the Confidential Information,; or (ve) is made generally available by the Disclosing Party without restriction on disclosure or use.

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 provide promptly notify Disclosing Party as much advance written notice as reasonably practicablein writing prior to making any such disclosure in order to facilitate Disclosing Party seeking (at its own expense) a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to provide Disclosing Partycooperate with reasonable cooperation (at Disclosing Party's expense) in Disclosing Party's efforts to 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, Receiving Partyit will furnish only that portion of the Confidential Information which is legally required (as advised by Receiving Party's counsel).

5.1.8. Unless otherwise expressly agreed in writing by the Parties, tThe Receiving Party's confidentiality obligationsduties under this Subsection 5.1 with respect to each item of Confidential Information will shall expire five (5) years after such item of Confidential Informationthe information is received by the Receiving Party or earlier, upon written agreement of the parties.

5.1.9. Automatically upon any termination or expiration of this Agreement or upon the Disclosing Party's request at any time, Receiving Party promptly shall deliver to the Disclosing Party, or destroy and provide the Disclosing Party a written confirmation signed by an officer of the Receiving Party that it has destroyed, the originals and all copies of Disclosing Party's Confidential Information then in the possession or control of Receiving Party or any of its Representatives, including, without limitation, the portion of the Confidential Information that consists of analyses, compilations, programs, reports, proposals, studies, or other documentation prepared by Receiving Party or its Representatives (except one archival copy thereof to the extent it must be retained pursuant to any affirmative legal obligation and/or to enforce the Receiving Party's rights hereunder, which copy must at all times be protected and its use restricted in accordance with the terms of this Section 5.1, which obligation will survive any expiration or termination of this Agreement).

5.1.10. Notwithstanding the foregoing, (a) nothing in this Section 5.1 will be interpreted to diminish Registry Operator's rights with respect to the data referenced in Section 3.5, and (b) Registry Operator's obligations with respect to Personal Data are governed only by Section 2.7; provided, however, that Registry Operator agrees not to disclose the names of active Registrants sponsored by Registrar to any other registrar unless and to the extent such disclosure is required to facilitate the transfer of Registered Names, pursuant to any ICANN Requirement, or as may be required by Law.

5.1.11. Except as set forth in Sections 2.3 and 3.15, Neither Party may use the other Party's names, trademarks, service marks, trade dress, or logos (or those of the other Party's Affiliates), or make, release or disseminate any public statements, promotions, press releases or announcements relating to the other Party, its Affiliates or any of their respective owners, members, managers, directors, officers, employees, agents, contractors, service providers, representatives, successors or assigns without such other Party's prior written consent.

5.2.   Intellectual Property.

5.2.1. Notwithstanding anything hereinSubject to the licenses granted hereincontrary, each party will continue to independently own its intellectual property, including all patents, patent applications, 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 licenseeors, shall own all right, title and interest in and to the EPP, APIs, Registryar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto. Notwithstanding anything herein to the contrary, in no event will Registrar ever be deemed to be the owner of a Registered Name unless Registrar itself registers and pays the applicable registration fees for the Registered Name for its own use and is listed in the Registry Database as the Registrant of record.

5.2.2. Without limiting the generality of the foregoing, except for the limited licenses expressly granted in this Agreement, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, trade name, service mark, know-how, trade secret, or any other intellectual proprietary rights are granted by one the Disclosing Party to the other Receiving Party by virtue of this Agreement, or by virtue of any disclosure of any Confidential Information to a 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.

5.2.2.5.2.4.   Registrar will not, and shall not allow others to, Neither Party may reverse engineer or otherwise attempt to derive source code from Registry Operator tools or software accessed as part of the Servicesthe other Party's tools, software or other intellectual property, or permit, solicit or encourage any other person or entity to do so.

6.   **INDEMNITIES AND LIMITATION OF LIABILITYINDEMNIFICATION.**

5.3.6.1. **Indemnification.** Registrar, at its own expense and within thirty (30) days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its Affiliates and their respective owners, managers, employees, directors, officers, representatives, agents, and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any affiliate of Registry

Operator based on or arising from any claim or alleged claim: (i) relating to ~~contractors, service providers, successors and assigns (collectively, "Indemnified Parties") from and against all claims, suits, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney and paralegal fees, costs and expenses (including on appeal), incurred by and/or awarded against any Indemnified Parties arising out of or relating in any way to any actual or threatened Third Party claims (including claims, fines and/or penalties made or imposed by any government or agency thereof or otherwise pursuant to Law) to the extent relating to or arising out of: (a)~~ any product or service of Registrar ~~or any reseller thereof~~; ~~(b)~~ (ii) relating to any agreement, including Registrar's dispute policy, with any ~~Registrant~~ Registered Name Holder of Registrar ~~or any reseller thereof~~; ~~(c)~~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 provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for its actual and reasonable costs incurred in connection with providing such information and assistance. ~~(d) any violation, breach or failure to perform by Registrar (or any of Registrar's Resellers or Representatives) of applicable Law, any ICANN Requirement, any Registry Operator Policy, and/or any of the terms, conditions, covenants, representations or warranties set forth in this Agreement.~~ Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's prior written consent, which consent ~~will~~ shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

~~5.4.~~6.2. Limitation of Liability. ~~EXCEPT IN CONNECTION WITH REGISTRAR'S INDEMNITY OBLIGATIONS OR EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER,~~ IN NO EVENT WILL EITHER PARTY BE LIABLE ~~HEREUNDER~~ TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF ~~FOR LOST~~ PROFITS ~~OR DATA~~, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE ~~REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH~~ PARTY(IES) HA~~S~~VE BEEN ~~INFORMED~~ ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 5 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 6.1, ~~IN ADDITION, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY,~~ IN NO EVENT ~~WILL REGISTRY OPERATOR'S~~SHALL THE MAXIMUM AGGREGATE LIABILITY ~~HEREUNDER~~ OF THE PARTIES EXCEED THE LESSER OF ~~(A)~~ (I) THE TOTAL AMOUNT ~~OF FEES~~ PAID ~~BY REGISTRAR~~ TO REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR ~~OPERATOR IN~~ THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD ~~PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY~~, OR (II~~B~~) ~~US~~$100,000 USD.

7. DISPUTE RESOLUTION.

7.1. Dispute Resolution. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as

provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in the Commonwealth of Virginia, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court in the eastern district of the Commonwealth of Virginia, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement.

6.8. TERM AND TERMINATION

6.1.8.1. **Term of the Agreement; Revisions**. The Term of this Agreement will shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the final expiration or termination of the Registry Agreement (the "Term"). In the event that revisions to Registry Operator's amends itsapproved form of Registry-Registrar Agreement from time to time (subject to any approval requiredare approved or adopted by ICANN), Registrar may either will execute an amendment provided by Registry Operator substituting the revised agreement in place of this Agreement (or comply with other means of assenting thereto as may be specified by Registrar) or, at its option exercised within thirty fifteen (3015) days after receiving notice of such amendment (which notice may be effected by Publication Notice), terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment (or other means of assent) or notice of termination from Registrar within such thirty fifteen (3015) day period, Registrar will be deemed to have accepted the provisions of such revised agreement and, as such, willshall be bound by the amendmentall of the terms and conditions of such revised agreement. In addition, Registry Operator will use commercially reasonable efforts to post such revised form of Registry-Registrar Agreement on its website at least thirty (30) days prior to its effective date.

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

6.2.1.8.2.1. Termination for Cause. In the event a Partythat either party materially breaches any of the terms, conditions, covenants, representations, warranties, or its obligations under this Agreement and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

6.2.2.8.2.2. Termination for Convenienceat Option of Registrar. Registrar may terminate this Agreement for convenience (which means for any reason or no reason) at any time by giving Registry Operator ninety thirty (390) days' prior written notice of termination.

6.2.3.8.2.3. Termination upon Loss of Registrar's Accreditation. Notwithstanding Section 8.2.1 above, t This Agreement will shall terminate event Registrar's accreditation by ICANN is terminated or expires without renewalautomatically, immediately, and without need for any action or notice by either Party upon Registrar ceasing to be an Accredited Registrar for any reason.

6.2.4.8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement will shall terminate automatically, immediately and without need for any action or notice by either Party in the event thate Registry Operator's Registry Agreement with ICANN is terminated or finally expires without entry of a subsequent replacement or other form of Registry Agreement with ICANN and this Agreement is not assigned pursuant tounder Section 9.1.1.

6.2.5.8.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against the othera 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 such othera party's property or assets or the liquidation, dissolution or winding up of such othera party's business.

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

6.3.1.8.3.1. Registry Operator will, to the extent it has the authority to do so, complete the registration of all domain names in the .Health TLD processed by Registrar prior to the effective date of such expiration or termination, provided that all of Registrar's payments to Registry Operator for Fees or other amounts due hereunder are current and timely.

6.3.2.8.3.2. Registrar shall immediately transfer its sponsorship of Registered Domain Names to another ICANN-accredited registrar that is also accredited in the Registry TLD(s) Accredited Registrar in compliance with any procedures established or approved by Registry Operator and/or ICANN.

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.

6.3.3.8.3.4. All fees and other amounts that are owed owing to Registry Operator pursuant to this Agreement willshall become immediately due and payable.

6.3.4. All licenses granted by Registry Operator to Registrar hereunder automatically shall terminate and Registrar immediately shall cease use of all materials, manuals, software and other information provided thereunder, including, without limitation, the EPP, APIs and any

reference client software included in the Registrar Tool Kit, and remove or delete the corresponding applications and software from all of its servers, terminals and other information storage systems.

6.3.5. Notwithstanding the foregoing, in the event this Agreement is terminated because of Registrar's non-payment of Fees or other amounts due hereunder, Registry Operator will have the first right, but not the obligation, to transfer the sponsorship of some or all Registered Names to any Affiliate of Registry Operator that meets the Accreditation Requirements.

6.4.8.4. **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. Each provision of this Agreement that imposes or contemplates continuing obligations and/or restrictions on either or both Parties (including, without limitation, all provisions relating to Personal Data, confidentiality, indemnification, intellectual property, and payment for Fees incurred and other amounts accruing during the Term) will survive any expiration or termination of this Agreement, including, without limitation, the following Sections and subsections: 1, 2.9, 2.10, 3.5, 3.8, 3.9, 3.10, 3.13, 3.14, 3.17, 4.3, 4.4, 5, 6, 7, 8.3, 8.4, and 9. Registrar shall ensure that the indemnification obligations it is required to impose on its Registrants and Resellers pursuant to Sections 3.4 and 3.14 survive any expiration or termination of this Agreement, all applicable Registration Agreements, and all applicable Reseller Agreements.

7.9. MISCELLANEOUS

7.1.9.1. Assignments.

7.1.1.9.1.1. Assignment Pursuant to Successor Registry OperatorICANN Requirement. In the event the Registry Operator's Registry Agreement finally is terminatesd (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent entering into any substitute registry agreement, or in the event Registry Operator is obligated to transition the operation of the .Health TLD pursuant to any ICANN Requirement, Registry Operator's rights under this Agreement may be assigned to any a entity with whom successor registry by ICANN in accordance with Section 4.5 of the Registry Agreemententers into a registry agreement governing the .Health TLD provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

7.1.2.9.1.2. Assignment in Connection with Assignment of Registry Agreement with ICANN. In the event that Upon written notice to Registrar, Registry Operator's Registry Agreement with ICANN for the Registry TLD(s) is may assign this Agreement and its rights and obligations hereunder (in whole or in part) to any person or entity to whom Registry Operator validly assigneds, 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 registrar assumes the duties of Registrar under this Agreement (in whole or in part) in compliance with all applicable ICANN Requirements.

7.1.3.9.1.3.   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. Neither party shall set forth herein, neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.; provided, however, that Registry Operator may assign all of its rights and obligation delegate all of its duties under this Agreement to an affiliate without such the consent of the Registrar(subject to compliance with any applicable ICANN Requirements). The provisions of this Agreement will inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties.

7.2.9.2. **Notices**. 9.2.1. Regular Notice. Any notice or other communication required or permitted to be delivered to any party under this Agreement must shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered or certified mail postage prepaid with return receipt, or by nationally recognized courier or express delivery service, by e-mail or by telecopier during business hours) with tracking capability to the address or telecopier number set forth beneath the name of such party below, unless party has given a notice of a change of or to any subsequent address in writingnotice of which was provided in accordance herewith. Such notice will be deemed properly delivered, given and received when delivered or refused (as confirmed by the return receipt or carrier tracking information if notice was effected by either mail or courier):

If to Registrar: With a copy to:

Name:	Name:
Title:	Title:
Address:	Address:
Email Address:	Email Address:

If to Registry Operator: With a copy to:

Registry Services, LLC	Registry Services, LLC
Senior Director, Registry Solutions	General Counsel

DotHealth, LLC

120 SW 8th Street, Suite 100

~~Miami, Florida~~

~~Attn: Legal Department~~

~~7.2.1. Publication Notice. Where expressly permitted in this Agreement and not prohibited by any ICANN Requirement, Registry Operator's obligation to provide notice to Registrar may be satisfied by Registry Operator's publication of the relevant information on the Registry Operator's website at www.get.health or other designated website for this purpose; provided that Registry Operator also provide Registrar, via electronic mail, RSS feed or other electronic means, a copy of the relevant information or notification that it has been published at a specified URL within five (5) business days of posting ("**Publication Notice**"). Registrar agrees that, by continuing to use or access the Registry System or otherwise use any of the services provided by Registry Operator hereunder after any policy, amendment, modification, procedure, term, condition or other information that is the subject of any Publication Notice ("**Published Terms**") becomes effective, Registrar will be deemed to have agreed to such Published Terms. Registrar agrees that if it does not desire to agree to any such Published Terms, it may terminate this Agreement in accordance with the termination provisions hereof; provided, however, that under no circumstances will Registrar be entitled to a refund of any Fees or other amounts paid by Registrar hereunder.~~

~~7.3.~~9.3. **Representations and Warranties.**

~~7.3.1.~~9.3.1.   **Registrar**. Registrar represents and warrants that: (~~i~~a) it is a corporation duly incorporated ~~or organized~~, validly existing and in good standing under the law of its jurisdiction of formation or organization, (~~ii~~b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (~~c~~iii) it is, and ~~throughout~~ during the Term of this Agreement will continue to be, accredited by ICANN or its successor ~~to be a domain name registrar for the .Health TLD~~, (~~iv~~d) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, ~~and~~ (~~e~~v) no further approval, authorization or consent of any governmental or regulatory authority or ICANN is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

~~7.3.2.~~9.3.2.   **Registry Operator**. Registry Operator represents and warrants that: (~~i~~a) it is a limited liability company duly ~~incorporated or~~ organized, validly existing and in good standing under the laws of the State of Delaware, (~~ii~~b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (~~iii~~c) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator, and (~~iv~~d) 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.

~~7.3.3.~~9.3.3.   **Disclaimer of Warranties.** ~~NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY,~~ THE EPP, APIs, REGIST~~RYAR~~ TOOL KIT, REGISTRY SYSTEM AND ~~ALL~~ ANY COMPONENT~~S~~ 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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRYAR TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs, REGISTRYAR TOOL KITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRYAR 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, REGISTRYAR TOOL KITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRYAR TOOL KITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ANY ALL NECESSARY SERVICING, REPAIR , AND/OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

7.4.   ~~Insurance. At its sole cost and expense, Registrar shall procure (within five (5) calendar days of execution of this Agreement) and maintain in full force and effect throughout the Term and thereafter until the third anniversary of the effective date of any expiration or termination of this Agreement, a Professional Liability or Errors and Omissions insurance policy written on a claims made basis (with retroactive coverage to a date no later than five (5) calendar days following Registrar's execution of this Agreement) covering acts, errors, and omissions of Registrar and its Resellers in the amount of at least US$500,000 per claim, and US$1,000,000 annual aggregate from a reputable and properly licensed insurance provider with a rating equivalent to an A.M. Best rating of "A-7" or better, or an equivalent form of errors and omissions liability coverage (e.g. performance bond) acceptable to Registry Operator in its sole discretion. Registrar shall submit to Registry Operator a standard "Accord" insurance certificate (or comparable form acceptable to Registry Operator) signed by an authorized representative of the insurance carrier, certifying that the insurance coverage required above is in effect for the purposes of this Agreement. Such certificate must certify that no material alteration, moderation or termination of such coverage will be effective without at least thirty (30) days' advance written notice to Registry Operator. Registrar will be responsible for bearing any deductible it chooses, provided that such deductible may not exceed US$50,000 without Registry Operator's prior written consent. The insurance required above will be considered primary and not excess or contributing with any other applicable insurance coverage. Any failure to comply with the terms of this Section will be deemed a material breach of this Agreement. The foregoing insurance requirement will not be construed or interpreted in any way as a limitation of Registrar's liability hereunder.~~

9.4.   **Reservation of Rights.** Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) for violations of this Agreement, including, without limitation, the exhibits hereto; (v) to correct mistakes made by Registry Operator or any Registrar in

connection with a Domain Name registration; (vi) to enforce the Registry Requirements; and (vii) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD(s). Registry also reserves the right to place a Domain Name on registry hold, registry lock, or similar status during resolution of a dispute.

7.5.9.5. **Third-Party Beneficiaries**. The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any Registered Name Holder~~Other than ICANN and those persons and entities entitled to indemnification hereunder, all of whom are expressly deemed third party beneficiaries of this Agreement, this Agreement does not provide and will not be construed to provide any Third Party including any Registrant or reseller, with any remedy, claim, cause of action or privilege~~. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, ~~confers~~ shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement ~~and nothing in this Agreement or otherwise will give rise to any claim or right of Registrar thereunder (for enforcement or otherwise) or under any other agreement or understanding between Registry Operator and ICANN or any governmental or quasigovernmental agency~~.

7.6.9.6. **Relationship of the Parties**. Nothing in this Agreement ~~is intended (and this Agreement will not~~ shall be construed~~)~~ as creating an employer-employee or agency relationship, a ~~to (a) establish any~~ partnership or a joint venture between the parties~~, (b) establish either Party as the employee, agent or representative of the other Party, or (c) authorize either Party to make or enter into any commitments for or on behalf of the other Party (express or implied), and nothing in this Agreement will be deemed to do any of the foregoing. Each Party hereby confirms that it is acting on its own behalf and not for the benefit of any other person or entity~~.

7.7.9.7. **Force Majeure**. ~~Notwithstanding anything to the contrary contained in this Agreement, except with respect to the non-payment of Fees or other amounts owed to Registry Operator hereunder and regulatory actions taken in response to a Party's breach of any obligation related to this Agreement, n~~Neither Party ~~will~~ shall be liable to the other for any loss~~es,~~ or damage~~s, costs or expenses or deemed in default for any delay, interruption or failure in performance under this Agreement to the extent~~ resulting from any of ~~the following events (each to the extent not within the affected Party's~~ cause beyond its reasonable control ~~(a "Force Majeure Event")~~, including but not limited to, ~~:~~ ~~acts of God; acts of the public enemy; terrorism; war;~~ 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)~~,~~; ~~riots; accidents;~~ fires, lightning, explosion, floods~~,~~ subsidence, ~~and other casualties; explosions; power surges; earthquakes; floods; unusually severe~~ weather of exceptional severity~~; strikes or labor disputes; shortages or delays in transportation, communications, delivery, fuel/energy, labor~~, ~~materials or~~ 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.~~; epidemics; acts, omissions or Laws of any~~

civil, governmental or quasi-governmental authority (including ICANN and any military); and any similar event beyond the affected Party's reasonable control (each, a "**Force Majeure Event**"). As soon as practicable followingUpon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, the such affected party will provide the other Party written notice specifying the nature and anticipated duration of the Force Majeure Event and outlining the affected Party's recovery plan, if any. To the extent the Force Majeure Event interferes with a Party's performance of its obligations under this Agreement (other than payment obligations), the affected Party willshall be excused from such performance of its obligations (other than payment obligations) during the first six (6) months of such period of interference, provided the that affected such party uses commercially reasonablebest efforts to avoid, mitigate and or remove such causes of nonperformance interference as soon as possible. To the extent it would be impractical or inequitable for a Party whose ability to perform hereunder is not affected by a Force Majeure Event to be required to continue performing any of its obligations hereunder while the Force Majeure Event is relieving another Party of its obligations to perform, such non-affected Party will be excused from performing such obligations for as long as performance would be impractical or inequitable. In the event a Force Majeure Event prevents a Party from performing its material obligations hereunder for more than six (6) months, the nonaffected Party may terminate this Agreement without liability at any time thereafter and while such non-performance is continuing upon written notice to the affected Party.

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

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.

7.7.1.9.8.3. The amendment is executed in writing by authorized signatories of both parties.

7.8.9.9. **Waivers**. No failure or delay 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 will operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy will shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party will 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 by an authorized representativeon behalf of such party; and any such waiver will shall not be applicable or have any effect except in the specific instance in which it is given.

7.9.9.10. ~~Collection Costs;~~ **Attorneys' Fees**. ~~Registrar shall reimburse Registry Operator for all costs and expenses, including reasonable attorney's fees and costs, incurred by Registry Operator in the collection of unpaid Fees and other amounts due hereunder. In addition, in the event~~ If any legal action or other legal proceeding (including arbitration) relating to the performance under ~~is taken or brought by a Party hereto to enforce~~ this Agreement, or the enforcement of any provision of this Agreement is brought against either Party hereto ~~or as a result of any breach of the Agreement, in addition to any other relief to which the prevailing Party may be entitled~~, the prevailing Party ~~will~~ shall be entitled to recover ~~any and all~~ reasonable attorney's fees, costs, and disbursements (in addition to any other relief to which the prevailing Party may be entitled). ~~expenses and expert witness fees, incurred in connection therewith (including on appeal). The trier of fact in any proceeding will determine the prevailing Party by using the "substantially prevailing" party test. If both Parties have breached the Agreement, then each Party will bear their own respective attorney's fees. A Party can be the prevailing party even if the proceedings are not brought to a final judgment or award.~~

7.10.9.11. **Construction**~~, Severability~~. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party ~~will~~ shall not be applied in the construction or interpretation of this Agreement. ~~Unless otherwise stated in this Agreement, references to a number of days mean consecutive calendar days. The descriptive headings used in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement. Throughout this Agreement, (a) words in the singular include the plural and in the plural include the singular, (b) any obligation not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done, and (c) all uses of the terms "including", "include" or other variations thereof mean "without limitation" even though only some such uses may expressly state "without limitation". 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 will not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement will be construed as if such clause or portion thereof had never been contained in this Agreement, and there will be deemed substituted therefore such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.~~

7.11.9.12. **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.

7.12.9.13. **Entire Agreement**; Severability. This Agreement~~, together with all other agreements, policies and documents referenced herein,~~ (including its exhibits, which form a part of it) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes ~~all contemporaneous and~~any prior agreements, representations, statements, negotiations, ~~promises, assurances,~~ understandings, proposals or undertakings, oral or written, ~~express or implied,~~ with respect to such subject matter

expressly set forth herein. In the event of a conflict between any provisions of the body of this Agreement and those of any exhibit hereto, those of the former will govern unless and to the extent expressly stated to the contrary in the relevant exhibit. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

7.13.9.14.   **Counterparts**. This Agreement may be executed in one or more counterparts, by signatures transmitted by telecopier, facsimile, or other electronic means, each of which will constituteshall be deemed an original, and but all of which when taken together will shall constitute one and the same agreementinstrument.

7.14. Governing Law; Venue. This Agreement will be governed by and construed and enforced in accordance with the Laws of the state of Florida applicable to contracts made and to be performed entirely therein, and, where applicable, the federal Laws of the United States of America, without reference to and wholly excluding any conflict or choice of law rule or principle that otherwise might refer construction, interpretation or enforcement thereof to the substantive of laws of any other jurisdiction, foreign or domestic. All disputes, claims and/or controversies in any way relating to or arising out of this Agreement will be brought and heard exclusively (a) for those brought by Registrar, in the state and federal (if a basis for federal jurisdiction exists) courts located in Miami, Florida, and (b) for those brought by Registry Operator, ICANN, or any person or entity entitled to indemnification from Registrar hereunder in the state and federal (if a basis for federal jurisdiction exists) courts located in Miami, Florida or in any court located in a jurisdiction in which Registrar or any relevant Reseller resides, is organized or incorporated, and/or from where Registrar or any Reseller accesses the Registry System. Each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts and waives any claim that such courts represent an inconvenient or otherwise inappropriate venue or forum.

7.15. Restricted Persons and Entities; Export Restrictions.

7.15.1. Restricted Persons and Entities.

(a) The government of the United States of America, through various of its offices and agencies (collectively, the "US Government"), including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined and may in the future determine that certain commercial activities and transactions between (a) the United States, its citizens or residents on the one hand, and (b) Sanctioned Countries, Sanctioned Country Entities, Prohibited Organizations, or Prohibited Individuals on the other hand (each, as defined below and collectively, "Restricted Entities"), are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded. Therefore, all Restricted Entities are hereby prohibited from becoming Accredited Registrars

or Registrants. Registrar represents and warrants that it is not a Restricted Entity and that Registrar is not acting on behalf, at the direction, or under the control of any Restricted Entity.

(b) The term "Sanctioned Country" means any country or other territory designated by the US Government from time to time as being subject to sanction, embargo, ban, prohibition, exclusion or similar restriction, including, without limitation, those listed at http://www.ustreas.gov/ofac, http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx, and any other similar website operated by or on behalf of the US Government as such sites may be amended, updated, or otherwise modified from time to time. The term "Sanctioned Country Entity" means any government, agency, quasi-governmental agency, citizen, national, or resident of a Sanctioned Country and any other entity, organization or individual located, operating or organized in a Sanctioned Country (in all cases, regardless of their actual location).

(c) The term "Prohibited Organization" means any organization or entity designated by the US Government from time to time as being subject to sanction, embargo, ban, prohibition, exclusion or similar restriction, including, without limitation, those listed at http://www.ustreas.gov/ofac, http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx, and any other similar website operated by or on behalf of the US Government as such sites may be amended, updated, or otherwise modified from time to time.

(d) The term "Prohibited Individual" means any individual designated by the US Government from time to time as being subject to sanction, embargo, ban, prohibition, exclusion or similar restriction, including, without limitation, Specially Designated Nationals and those individuals listed at http://www.ustreas.gov/ofac, http://www.treasury.gov/resourcecenter/sanctions/SDN-List/Pages/default.aspx, and any other similar website operated by or on behalf of the US Government as such sites may be amended, updated, or otherwise modified from time to time.

7.15.2. Export Restrictions. Without limiting the generality of all other covenants set forth in this Agreement regarding compliance with Law, Registrar expressly agrees to comply with all applicable export and re-export Laws of the United States, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State, and all "anti-boycott", "deemed export" and "deemed re-export" regulations promulgated by the US Government (collectively, "Export Laws"). Specifically, Registrar shall not, directly or indirectly, do any of the following or assist or permit others to do any of the following: (a) use any Registry Service or Registered Name to collect, store or transmit any technical information or data that is regulated or controlled by any Export Law, or (b) sell, export, re-export, transfer, divert, or otherwise dispose of any Registry Service or any other products, software, or technology (including products derived from or based on such technology) Registrar may obtain or receive from Registry Operator to any Restricted Entity or any other destination, entity, or person prohibited by the US Government or any Export Law, without obtaining prior

written authorization from the competent government authorities as required by all relevant Laws.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this ~~Registry-Registrar~~ Agreement as of the ~~Effective Date~~date set forth below.

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

~~DotHealth, LLC (Registry Operator): _____ (Registrar):~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

~~Date: _____ Date: _____~~

Exhibit A

Requirements for Agreements with Registered Name Holders

OPERATIONAL STANDARDS, POLICIES, PROCEDURES AND PRACTICES

I. General Policies

(a) Registrar will require Registrants to select an initial Registration Period that is less than or equal to the maximum number of years permitted for initial registrations as set forth in the Registry Operator Policy covering registration and renewal terms (the "**Registration Period Policy**", and such maximum, the "**Registration Period Maximum**"). Registrants may renew their registrations for Registered Names for any Registration Period up to the Registration Period Maximum. For the avoidance of doubt, renewal of Registered Names may not extend their Registration Period beyond the Registration Period Maximum from the date of the renewal.

(b) Registry Operator will reserve or self-allocate all domain names it is required to reserve pursuant to the Registry Agreement in accordance with the applicable terms and conditions set forth therein. Registry Operator may reserve, register with an Accredited Registrar, or self-allocate additional domain names to the extent permitted under the Registry Agreement in accordance with applicable the terms and conditions set forth therein.

(c) Registered Names may not be used for the illicit promotion or sale of prescription drugs, controlled substances, tainted dietary supplements, ingredients for psychoactive highs and others which are/have been validated by regulatory authorities as safety concerns, or for abusive or malicious commercial practices targeted at consumers and/or children.

(d) Registrar shall actively enforce Registrant and Reseller compliance with all ICANN Requirements and Registry Operator Policies. If Registry Operator notifies Registrar that Registry Operator has received what appears to be a bona fide complaint alleging or otherwise has reason to believe there has been a material violation of any Registry Operator Policy or ICANN Requirement relating to fraud, safety and/or security to persons, property and/or the TLD as a whole, compliance with law, and/or any other public interest issue addressed in the Registry Agreement, or other malicious or abusive activity, unless another process is specified in the Registry Agreement, Registrar will have twelve (12) hours to investigate the activity and either take down the Registered Name by placing it on hold, delete the Registered Name, or remedy the violation or other malicious or abusive activity. If Registrar fails to respond or take necessary action within such twelve (12) hour period, Registry Operator will place the Registered Name on "ServerHold" which will remove the Registered Name from the .Health TLD zone, but without impacting the information listed in the WHOIS database so that relevant Law enforcement authorities can investigate.

II. Marketing Guidelines

Registrar shall adhere to all guidelines that Registry Operator may adopt relating to the marketing and/or promotion of the .Health TLD pursuant to any applicable Registry Operator Policy, as the same may be modified, supplemented, amended and/or replaced from time to time via Publication Notice (the "**Marketing Guidelines**"). Registrar shall not employ any marketing, branding or

messaging (regardless of form) that, in Registry Operator's sole discretion, is in conflict with the Marketing Guidelines or any other Registry Operator Policy. Unless otherwise agreed upon in writing between the Parties, Registrar shall not use any marketing methods (including, but not limited to, keyword usage for pay-per-click advertising, landing page content, and email marketing), words, phrases or other forms of content (or any derivatives or combinations thereof) in its marketing, branding or messaging materials that directly or indirectly conflict with the Marketing Guidelines and/or any other Registry Operator Policy (collectively, "**Prohibited Marketing**").

III. Privacy Policy

At all times, Registrar shall maintain a privacy policy on its website that is compliant with all applicable Laws stating the manner in which any Personal Data of or other information regarding Registrants will be collected, stored, used, marketed and/or disclosed to third parties (including Registry Operator) and comply with such policy as well as with any other terms of use or service provided to its customers, including, without limitation, as may be posted on any website operated by or on behalf of Registrar, none of which may be in conflict with any term or provision of this Agreement or with any applicable policies or ICANN Requirements set forth or referenced in this Agreement (including, without limitation, as set forth in the Registry Operator Privacy Policy).

IV. Registration Requirements

(a) Before Registry Operator will accept applications for registration from Registrar, all applicants for a domain name in the .Health TLD (each, an "**Applicant**") must enter into a Registration Agreement with Registrar in accordance with the Accreditation Agreement and this Agreement. In addition, at the time of registration, Registrar shall notify prospective Registrants in a conspicuous manner that if they register a domain name in the .Health TLD, they will be required to comply with all applicable Laws.

(b) The Registration Agreement must include, at a minimum, the following certifications to the best of the Applicant's knowledge, information and belief under penalty of fraud:

(i) The data provided in the domain name registration application is true, correct, current and complete and Applicant will ensure that all such information is kept up to date;

(ii) Neither the registration nor the use of the requested domain name interferes with or infringes upon the lawful rights of any person or entity;

(iii) The domain name is not being registered for and will not be used for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable Law, including, without limitation for the submission of unsolicited bulk e-mail, phishing, pharming use of botnets or malware, infringement of the legitimate trademark rights of others, or any other abusive practices; and

(iv) The Applicant has the full power and authority to enter into the Registration Agreement on behalf of the person or entity that will be the Registrant and will be responsible for any errors, falsifications or omissions of information.

(c) The Registration Agreement also must:

(i) expressly prohibit the distribution of malware, abusive operation of botnets, phishing, piracy, trademark infringement, copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable Law, and include consequences for such activities consistent herewith and applicable Law, including

suspension of the registration;

(ii) expressly require that Applicants and Registrants comply with all applicable Laws at all times, including, without limitation, Laws relating 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;

(iii) expressly require Registrants that collect and maintain sensitive health and financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable Law;

(iv) expressly state that a Registrant's registration of any Registered Name or an Applicant's application for a registration may be cancelled if Registry Operator or Registrar determines that Registrant or Applicant has provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event Registrant or Applicant violates any of the terms of the Registration Agreement;

(v) expressly require Applicants and Registrants to be bound by and comply with all Registry Operator Policies (including, without limitation, the Registry Operator Privacy Policy), as the same may be modified, supplemented, amended, or replaced from time to time, and to subject themselves to any dispute resolution process for the resolution of disputes regarding Registered Names that may be adopted by Registry Operator, as the same may be modified, supplemented, amended, or replaced from time to time, including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property right holders;

(vi) expressly state that Applicants and Registrants consent to Registry Operator's collection and use of their Personal Data consistent with the Registry Operator Privacy Policy and other applicable terms of this Agreement.

(vii) expressly state that Registrant's registration of any Registered Name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Registry Operator's security or registration policies or as a result of a dispute resolution;

(viii) expressly state that all official contact, correspondence and/or other information sent from or on behalf of Registrar, Registry Operator, ICANN, or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database for the Registered Name and require Registrant to represent and warrant that the designated administrative contact is authorized to receive all such communication and information;

(ix) include an express authorization from Registrants for Registrar and Registry Operator to publish the following information in the WHOIS database and elsewhere:

(A) Names, addresses, telephone numbers and email addresses of the Registrant and Registrant's designated administrative contact;

(B) Name, address, telephone number and email address of the Registrant's technical contact;

(C) Name, address, telephone number and email address of the Registrant's billing contact; and

(D) Dates related to the creation, last update and expiration of the Registered Name;

(x) expressly provide that all disputes, claims and controversies regarding the registration,

ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .Health TLD between Applicant and/or Registrant on the one hand and Registry Operator on the other be governed exclusively by the Laws of the State of Florida and, if applicable, the Laws of the United States of America, and that any such disputes, claims or controversies will be brought and heard exclusively in the state or federal (if a basis for federal jurisdiction exists) courts located in Miami, Florida;

(xi) expressly specify the jurisdiction whose Laws will govern all disputes, claims and controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .Health TLD between Applicant or Registrant on the one hand and Registrar and/or any Reseller on the other, which jurisdiction must be either (A) the State of Florida, or (B) the jurisdiction in which the principal office (or residence for individual Registrants) or place of organization/incorporation of either Registrar or Registrant is located;

(xii) expressly require Registrant to assume all responsibility and liability arising out of any assignment by Registrant of the Registered Name, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the Registered Name or any website associated with the Registered Name.

(xiii) expressly state that neither Registrar's acceptance of the Applicant's registration request nor the actual registration of any Registered Domain will be deemed an indication that Registry Operator, Registrar or ICANN has made any determination regarding the legality of the registration, the extent to which Registrant's registration and exclusive right of use and enjoyment of the Registered Name may violate any applicable Laws or infringe on the rights of any other person or entity, and that neither Registry Operator, Registrar, nor ICANN will have any liability or responsibility arising therefrom;

(xiv) state that Registrant will be the only person authorized to: (A) transfer the registration for any Registered Name; (B) update or change any information related to the registration (though the designated technical contact will be authorized and able to change the date related to DNS servers); or (c) request the permanent cancelation of the registration of a Registered Name; and

(xv) include the following text (or translation of such text into the relevant language): "Registrant represents and warrants that Registrant has read, understands and agrees to be bound by the following ICANN policies, as they may be modified, supplemented, amended, or replaced from time to time, all of which are hereby incorporated into and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Resolution Policy, available at https://www.icann.org/resources/pages/help/dndr/udrp-en;

(ii) The Uniform Rapid Suspension Procedure and Rules, available at https://www.icann.org/resources/pages/urs-2014-01-09-en; and

(iii) The Transfer Dispute Resolution Policy, available at https://www.icann.org/resources/pages/tdrp-2012-02-25-en."; and

(xvi) expressly require Registrants of any letter/letter two-character ASCII label domain name to represent and warrant that such Registrant will take steps to ensure against misrepresenting or falsely implying that Registrant or its business is affiliated with any government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

V. Add Grace Period

Registry Operator hereby adopts ICANN's Add Grace Period Limits Policy, available at https://www.icann.org/resources/pages/agp-policy-2008-12-17-en, as the same may be modified, supplemented, amended, or replaced from time to time (the "**AGP Limits Policy**").

VI. Additional Rights Protection Mechanisms

Pursuant to Section 1 of Specification 7 of the Registry Agreement, Registry Operator may adopt and implement additional rights protection mechanisms from time to time in addition to the ICANN RPM's. Any such new rights mechanisms will be set forth in an applicable Registry Operator Policy. Registrar shall comply with the same.

VII. Proxy Registration

Whether, to what extent and under what terms Registry Operator may allow proxy registration in the .Health TLD will be established in an applicable Registry Operator Policy. Registrar shall comply with the same.

VIII. Launch Plan

Registrar acknowledges that Registry Operator will make domain names in the .Health TLD available for registration pursuant to a multi-phase launch plan that will include one or more phases occurring prior to the final general availability phase of the plan (the "**GA Launch**") that are limited to those meeting certain eligibility requirements in addition to those generally applicable for the .Health TLD, such as trademark holders and participants in any early access program that may be implemented by Registry Operator (collectively, the "**Launch Plan**"). The details of the Launch Plan (including procedures, guidelines, terms and other conditions) will be established in the Registrar Guide and/or in one or more Registry Operator Policies governing the same (each, a "**Launch Policy**"), which will specify the requirements for Registrar to participate in each phase of the Launch Plan occurring prior to GA Launch (each, a "**Pre-GA Phase**"), including, without limitation, the requirement that Registrar execute a separate addendum to this Agreement. Registrar acknowledge and agrees that unless and until Registrar complies with all such requirements, Registrar may not register domain names in the .Health TLD prior to GA Launch or otherwise participate in any Pre-GA Phase. The Fees applicable to each Pre-GA Phase may be different than those applicable to the general availability phase and will be specified in one or more Launch Policies.

IX. Reservation

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, transfer or take ownership of (temporarily or permanently) any Registered Name that it deems necessary, in its discretion: (a) to protect the security, integrity or stability of the .Health TLD, the Registry System, the Registry Database, and/or the Internet; (b) to comply with any applicable Laws or any requirements and/or requests of Law enforcement authorities, in compliance with any dispute resolution process or otherwise; (c) to avoid, eliminate, mitigate or reduce any loss, damage, liability, or expense (civil or criminal), of Registry Operator, its Affiliates, and/or their respective owners, officers, directors, managers, employees, agents, contractors, service providers, suppliers and representatives; (d) for violations of this Agreement; (e) to protect the safety and security of any Registrant or user; (f) to correct mistakes made by Registry Operator, Registrar, or any other

~~registrar in connection with a domain name registration; and/or (g) to ensure compliance with ICANN Requirements and/or Registry Operator Policies. Registry Operator also reserves the right to (i) lock or place on hold a domain name during resolution of a dispute between Third Parties, and (ii) take immediate action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided with evidence in written form that such records are present in connection with malicious conduct.~~

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.

7.15.3.9.3.2.   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

FEES.

Initial Registration. For each Registered Name initially registered through Registrar, Registrar shall pay Registry Operator the non-refundable initial registration fee set forth in the Fee Policy (the "**Initial Registration Fee**") for each year of the selected initial Registration Period.

Renewal. For each Registered Name the registration for which is renewed through Registrar, Registrar shall pay Registry Operator the non-refundable renewal fee set forth in the Fee Policy (the "**Renewal Fee**") for each year of the selected renewal Registration Period.

Premium Names. Notwithstanding anything herein to the contrary, the Initial Registration Fees for domain names designated as "Premium" by Registry Operator will be different than those for non-Premium domain names, and will be set by Registry Operator individually, according to various pricing tiers, and/or via other methodologies that may be established pursuant to the Registry Operator Policy governing Premium domain names (the "**Premium Names Policy**"). Renewal Fees will be the same for all Registered Names (whether or not designated Premium), and Registrar must charge the same renewal fee to Registrants for all Registered Names (whether or not designated Premium). Registrar shall comply with the Premium Names Policy.

Fees for Transfers of Sponsorship of Domain-Name Registrations. Where the sponsorship of a Registered Name is transferred from one Accredited Registrar to another Accredited Registrar, Registry Operator may require the registrar receiving the sponsorship to renew the Registered Name for one year. In connection with that extension, Registry Operator may charge a Renewal Fee for the extension as set forth above. The transfer will result in an extension according to the Registration Period selected in the renewal request, subject to the Registration Period Maximum. The Renewal Fee will be paid in full at the time of the transfer by the Accredited Registrar receiving sponsorship of the Registered Name.

Bulk Transfers. In the event (a) an Accredited Registrar desires to transfer the sponsorship of all Registered Names sponsored by such Accredited Registrar in connection with an acquisition of such Accredited Registrar or its assets by another Accredited Registrar, or (b) an entity that was an Accredited Registrar desires to transfer the sponsorship of all Registered Names sponsored by such entity in connection with such entity's loss of Accredited Registrar status, the desired transfer may be made to another Accredited Registrar if and to the extent ICANN certifies in writing to Registry Operator that the proposed transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of an Accredited Registrar. Upon receipt of such certification from ICANN, Registry Operator will make the necessary one-time changes in the Registry Database. If the transfer involves up to 50,000 Registered Names, Registry Operator will make such changes without charge. If the transfer involves more than 50,000 Registered Names, Registry Operator will charge the gaining Accredited Registrar the one-time flat fee for such transfers specified in the Fee Policy.

Fee for Restoring Deleted Domain Name Registrations. Registry Operator will comply with ICANN's Expired Registration Recovery Policy, which may be found at https://www.icann.org/resources/pages/errp-2013-02-28-en ("**ERRP**") to the extent and for so long as it remains an ICANN Requirement. Registry Operator will charge Registrar the restoration

~~fee set forth in the Fee Policy for each Registered Name that is restored within the Redemption Grace Period (as defined in the ERRP or any similar Registry Operator Policy that may apply if the ERRP ceases to be an ICANN Requirement) (the "**Restoration Fee**"). The Restoration Fee is separate from and in addition to any Renewal Fees that may be charged as set forth above. Notwithstanding the foregoing, Registry Operator will waive the Restoration Fee for restoring any Registered Name that was deleted, contrary to the wishes of the Registrant, as the result of a mistake of Registry Operator.~~

~~Add Grace Period Fees. In the event, within the first five (5) days after registration of a Registered Name (the "**Add Grace Period**"), Registrar submits a request to Registry Operator to delete the Registered Name, Registry Operator will refund Registrar the Initial Registration Fee for that Registered Name, subject to the limitations set forth in ICANN's AGP (Add Grace Period) Limits Policy which can be found at https://www.icann.org/resources/pages/agp-policy-2008-12-17-en (the "**AGP Limits Policy**").~~

To the extent of any conflict between the Agreement (referred to herein as 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 RAA 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.

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.

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

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

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.

h) Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.

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.

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.

k) Purpose(s). Has the meaning provided in Section 3 below.

l) Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.

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.

n) Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.

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).

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.

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.

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.

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.

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.

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.

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.

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.

j) The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

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 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.

b) Notification Format and Content. Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:

     i.   A description of the nature of the incident and likely consequences of the incident;

     ii.   Expected resolution time (if known);

     iii.   A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;

     iv.   The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and

     v.   The name and phone number of a representative the Party may contact to obtain incident updates.

c) Security Resources. The Parties' may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the purpose of meeting its

obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.

d) Failed Security Incidents. A failed security incident will not be subject to the terms of this Data Processing Addendum. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

e) Additional Notification Requirements. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:

   i.   A complaint or objection to Processing or request with respect to the exercise of a Data Subject's rights under Applicable Laws; and

   ii. An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agency, or indications that such investigation or seizure is contemplated.

8. DATA SUBJECT RIGHTS

a) Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Data Processing Addendum, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.

b) Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request (Subject Access Request). The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

c) The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party, but any final decisions made by the Controller will govern.

d) The Parties agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

9. DATA RETENTION AND DELETION

Notwithstanding any requirements under the Applicable Agreements to the contrary, the Parties will retain Shared Personal Data only as necessary to carry out the Purposes or otherwise in accordance with the Temporary Specification and as permitted under Applicable Laws, and thereafter must delete or return all Shared Personal Data accordingly.

10. TRANSFERS

a) For the purposes of this Data Processing Addendum, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:

    i.   Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;

    ii.   Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;

    iii.   Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;

    iv.   The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and

    v.   Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.

b) No Party shall disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

11. RESOLUTION OF DISPUTES

a) In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) In respect of Data Security Breaches or any breach of this Data Processing Addendum, each Party shall abide by a decision of a competent court of the complaining Party's country of establishment or of any binding decision of the relevant Data Protection Authority.

12. IMPACT OF CHANGES; NEW GUIDANCE

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

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

In the event Applicable Laws change in a way that the Data Processing Addendum is no longer adequate for the purpose of governing lawful processing of Shared Personal Data and there was no

Triggering Event, the Parties agree that they will negotiate in good faith to review and update this Data Processing Addendum in light of the new laws.

Annex 1
Details of the Processing

1. Nature and Purpose of Processing. The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to this Data Processing Addendum, including as further instructed by Data Subjects.

2. Duration of Processing. The Parties will Process Shared Personal Data during the Term of the underlying RRA to which this this Data Processing Addendum is applicable, but will abide by the terms of this Data Processing Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.

3. Type of Personal Data. Data Subjects may provide the following Shared Personal Data in connection with the purchase of a domain name from a Registrar:

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

Exhibit C

Service Activation Form

REGISTRAR'S REGISTRATION AGREEMENT

[Attached hereto as additional unnumbered pages of this Agreement]

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)"):

☐ .abogado	☐ .design	☐ .photo	☐ .work
☐ .adult*[1]	☐ .fashion	☐ .porn*	☐ .xxx*
☐ .beer	☐ .fishing	☐ .rodeo	☐ .yoga
☐ .biz	☐ .fit	☐ .select	☐ _____
☐ .blackfriday	☐ .garden	☐ .sex*	☐ _____
☐ .boston	☐ .gay	☐ .study	☐ _____
☐ .casa	☐ .health	☐ .surf	
☐ .club	☐ .horse	☐ .tattoo	
☐ .compare	☐ .ink	☐ .vip	
☐ .cooking	☐ .law	☐ .vodka	
☐ .courses	☐ .luxe	☐ .wedding	
☐ .dds	☐ .miami	☐ .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.

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

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