

.how Registry-Registrar Agreement

This .how Registry-Registrar Agreement (the "**Agreement**") is entered into by and between Charleston Road Registry Inc., a Delaware corporation, d/b/a Google Registry, with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("**Registry Operator**"), and [Registrar's Name], a [Registrar's jurisdiction and type of organization], with its principal place of business located at [Registrar's location] ("**Parent Registrar**"), on behalf of itself and its wholly owned subsidiaries ("**Registrar Subsidiaries**", collectively with Parent Registrar, "**Registrar**") set forth in Exhibit B (Registrar Subsidiaries) attached hereto, by which Parent Registrar and each Registrar Subsidiary is deemed to have entered into a separate contract under the terms of this Agreement with Registry Operator, as of the date this Agreement is signed by the Registry Operator ("**Effective Date**").

WHEREAS, Registry Operator has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("**ICANN**") to operate a shared registration system, top-level domain nameservers, and other equipment for the Registry TLD (defined below); and

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

For good and valuable consideration, Registry Operator and Registrar (each a "**Party**" and together, the "**Parties**"), agree as follows:

1. DEFINITIONS. When used in this Agreement with initial letters capitalized, the following terms have the following meanings:

1.1 "APIs" means the application program interfaces by which Registrar may interact, through the Supported Protocol, with the Registry System.

1.2 "Applicable Laws" means any applicable domestic laws, including without limitation any national, regional and local laws, and any applicable international laws.

1.3 "Confidential Information" (a) means all information and materials of a Party that is of a confidential or proprietary nature, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by one Party to the other Party under this Agreement that is: (i) provided in a tangible medium and marked or otherwise identified as confidential; or (ii) disclosed orally if the disclosing Party notifies the receiving Party in writing, including by email, within ten (10) days of such disclosure that the information is confidential.

(b) Notwithstanding the foregoing sentence, Registry Operator's Confidential Information includes the Registry Tool Kit, APIs and Supported Protocol whether or not marked as confidential. Confidential Information does not include information that is: (i) generally known or available to the public, provided that such information was not obtained by the receiving Party as a result of any breach of this Agreement or any wrongful act by any party; (ii) received by the receiving Party from a third-party with no obligation of confidentiality to the disclosing Party; (iii) already in the receiving

Party's possession prior to the date of receipt from the disclosing Party; or (iv) independently developed by the receiving Party.

1.4 "DNS" means the Internet domain name system.

1.5 "Domain Name Abuse Policy" means the policy which is made available at g.co/registryDomainAbuse, as may be amended from time to time in Registry Operator's sole discretion.

1.6 "Domain Registration Policy" means the policy for the Registry TLD, which is made available at g.co/howRegistration, as may be amended from time to time in Registry Operator's sole discretion.

1.7 "EPP" means the protocol used by the Registry System, the Extensible Provisioning Protocol, and any extensions thereto supported by Registry Operator.

1.8 "Personal Data" means data about any identified or identifiable natural person provided by Registrar to Registry Operator under this Agreement.

1.9 "Pricing Policy" means the policy which is made available at g.co/howPricing, as may be amended from time to time in Registry Operator's sole discretion.

1.10 "Privacy Policy" means the policy which is made available at g.co/registryPrivacy, as may be amended from time to time in Registry Operator's sole discretion.

1.11 "Registered Name" means a subdomain within the domain of the Registry TLD, consisting of two or more labels (e.g., companyname.TLD or john.smith.TLD), which Registry Operator (whether directly or via subcontract) makes available for registration and about which it maintains data in a Registry database. A name in a Registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.12 "Registered Name Holder" means the holder of a Registered Name.

1.13 "Registrar Abuse Policy" means the policy which is made available at g.co/registryRegistrarAbuse, as may be amended from time to time in Registry Operator's sole discretion.

1.14 "Registry Agreement" means the registry agreement entered into by and between Registry Operator and ICANN for the operation of the Registry TLD, as may be amended from time to time by ICANN and Registry Operator.

1.15 "Registry Policies" means any policy, procedure, or guideline that governs access and use of the Registry TLD as set forth in the Registry Agreement and as established by Registry Operator from time to time in a non-arbitrary manner applicable to all registrars and consistent with any requirements or obligations provided (a) by ICANN or (b) within the Registry Agreement.

1.16 "Registry Services" means the services provided as an integral part of the operation of the Registry TLD, as defined in the Registry Agreement, and as such definition may be amended from time to time by ICANN and Registry Operator.

1.17 "Registry System" means the system operated by Registry Operator for Registered Names in the Registry TLD.

1.18 "Registry TLD" means the .how TLD.

1.19 "Registry Tool Kit" means any software, including any modifications or updates of such software, made available to Registrar by Registry Operator under this Agreement for the purpose of registering domain names in the Registry TLD.

1.20 "Startup Policy" means the policy which is made available at g.co/howStartupPolicy, as may be amended from time to time in Registry Operator's sole discretion, and refers to the definitions of, and the Registry Operator's procedures and guidelines regarding, the applicable registration periods for a particular TLD.

1.21 "Supported Protocol" means Registry Operator's implementation of EPP, or any successor protocols, supported by the Registry System.

1.22 "TLD" means a top-level domain of the DNS.

1.23 "Trademark Claims Service" means the rights protection mechanism described in the Trademark Clearinghouse model located in Module 5 of the ICANN Applicant Guidebook and the final Trademark Clearinghouse implementation model as adopted by ICANN, both as later revised and implemented by ICANN from time to time. As set forth therein, the Trademark Claims Service must include notice to a prospective domain name registrant of a potential conflict between the domain name and an existing trademark and the scope of the mark holder's rights, with a notice to the trademark owner if the domain name is registered following the registrant's representation of non-infringement.

1.24 "Trademark Clearinghouse" means the rights protection mechanism designed by ICANN as described in more detail at: <http://trademark-clearinghouse.com/>, as may be updated from time to time.

2. RIGHTS AND OBLIGATIONS OF REGISTRY OPERATOR

2.1. Operation of and Access to Registry System. Subject to the terms and conditions of this Agreement, Registry Operator shall provide Registrar with access to the Registry System to transmit domain name registration information, via the APIs and Supported Protocol, for the Registry TLD to the Registry System. Registered Names will be made available for registration in accordance with the Domain Registration Policy and the Registry TLD's Startup Policy.

2.2. Maintenance of Registrations Sponsored by Registrar. Subject to the terms and conditions

of this Agreement, Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Section 4.

2.3. Withheld Second-Level Domains. Registry Operator reserves the right to withhold second-level domain names from registration and/or availability, and Registry Operator will make a list thereof available for download (however, such list may exclude certain domain names, including those deemed proprietary by the Registry Operator). Registry Operator may update such list thereof from time-to-time.

2.4. Rights Protection Mechanisms. Registry Operator will submit to proceedings under, and abide by all decisions made by panels in accordance with: (a) the Uniform Rapid Suspension System ("URS"), (b) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), and (c) the Trademark Post-Delegation Dispute Resolution Procedure ("PDDRP"), each designed by ICANN as described in more detail at the below URLs:, as may be updated from time to time.

URS: <http://www.icann.org/en/news/announcements/announcement-05mar13-en.htm>

UDRP: <http://www.icann.org/en/help/dndr/udrp>

PDDRP: <http://newgtlds.icann.org/en/program-status/pddrp>

2.5. Multiple Registrars. Registry Operator may engage multiple registrars to provide Internet domain name registration services within the Registry TLD. Registrar acknowledges and agrees that this Agreement is non-exclusive and nothing in this Agreement prohibits Registry Operator from engaging in or participating with one or more third parties in business arrangements similar to or competitive with those described in this Agreement.

2.6. Registration Periods. The applicable registration periods are set forth in the Registry TLD's Startup Policy.

2.7. Registry Services Provider. Registry Operator reserves the right to have some or all of the Registry Services performed by one or more of its affiliates or by third party service providers.

2.8. Registry Tool Kit, APIs, and Supported Protocol

- (a) **Ownership.** The Registry Tool Kit, APIs, and Supported Protocol and any supporting documentation are the proprietary property of Registry Operator or its affiliates or licensors and are protected by U.S. and international laws.
- (b) **License Grant.** Registry Operator will determine, in its sole discretion, whether it will provide the Registry Tool Kit to Registrar. Upon Registry Operator's delivery of the Registry Tool Kit, APIs, and/or Supported Protocol to Registrar, then, subject to the terms and conditions of this Agreement, Registry Operator thereby grants Registrar a non- exclusive, nontransferable,

worldwide, limited license to use the Registry Tool Kit, APIs, and/or Supported Protocol and any supporting documentation solely to provide domain name registration services in the Registry TLD under this Agreement.

- (c) **Limitations on Use.** Except with the written consent of Registry Operator or as otherwise authorized under this Agreement, Registrar shall not: (i) sublicense the Registry Tool Kit, APIs, and Supported Protocol or otherwise permit any use of the Registry Tool Kit, APIs, and Supported Protocol by or for the benefit of any party other than Registrar; (ii) publish, distribute or permit disclosure of the Registry Tool Kit, APIs, and Supported Protocol other than to employees, contractors, and agents of Registrar who: (1) have a need to use the Registry Tool Kit, APIs, and Supported Protocol in connection with the registration of domain names within the Registry TLD, and (2) agree to comply with the terms and conditions of this Agreement; (iii) decompile, reverse engineer, copy or re-engineer the Registry Tool Kit, APIs, and Supported Protocol; or (iv) use or permit use of the Registry Tool Kit, APIs, and Supported Protocol for any unlawful purpose or in violation of any Applicable Laws.
- (d) **Changes.** (i) Registry Operator may from time to time replace, update or make modifications to the Registry Tool Kit. Additional terms and conditions governing the use of the Registry Tool Kit may apply. If Registry Operator provides Registrar with the Registry Tool Kit and elects to replace, update or modify the Registry Tool Kit, then Registry Operator shall provide such replacements, updates or modifications to Registrar within a reasonable time. (ii) Registry Operator may from time to time modify the APIs or the Supported Protocol in its sole discretion. Registry Operator will provide any such updates or modifications to Registrar within a reasonable time (however, Registry Operator will provide 90 days advance notice should any such update or modification materially impact pre-existing Registry Operator functions such as core EPP commands).

2.9. Registry Operator Support Services.

2.9.1. Technical Support. Registry Operator shall provide Registrar with support to address technical issues relating to Registrar's implementation of the Registry Tool Kit, APIs, Supported Protocol, and use of the Registry System. Registry Operator shall operate a technical escalation contact center 24 hours a day by 7 days a week for the purpose of addressing critical issues. Registrar acknowledges and agrees that Registry Operator may choose to decline to provide support, non-technical or otherwise, to any Registered Name Holder or prospective customers of Registrar. For clarity, Registrar acknowledges Registry Operator is not subject to any technical or uptime obligations beyond ICANN-mandated requirements.

2.9.2. Non-Technical Support. Registry Operator shall, at a minimum, provide reasonable web based and e-mail customer service support to Registrar on business days from 9am to 5pm Pacific Time for nontechnical questions relating to the Registry System and its operation. Registrar acknowledges and agrees that Registry Operator may choose to decline to provide non-technical support to any Registered Name Holder or prospective customers of Registrar.

2.10. Handling of Personal Data. Registry Operator shall provide notice to Registrar (including via Registry Operator's Privacy Policy) of the purposes for which Personal Data submitted to Registry Operator by Registrar under this Agreement is collected and used and the intended recipients (or categories of recipients) of such Personal Data. Registry Operator shall not use or share, or authorize the use or sharing of, Personal Data in a way that is incompatible with such notice and/or its Privacy Policy. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse or unauthorized disclosure, alteration or destruction.

2.11. ICANN Requirements. Registrar acknowledges that Registry Operator's obligations under this Agreement are subject to modification at any time as a result of ICANN-mandated requirements, including without limitation any Consensus Policies or Temporary Policies (as such terms are defined in the Registry Agreement), or other processes set forth in the Registry Agreement. Notwithstanding anything to the contrary in this Agreement, the Registry Operator may update, revise, amend, or change any Registry Policy without advance notice to the Registrar if such update, revision, amendment, or change is mandated by ICANN. Nothing in this Agreement entitles Registrar to enforce the Registry Agreement or any other agreement between Registry Operator and ICANN.

3. RIGHTS AND OBLIGATIONS OF REGISTRAR

3.1. Accreditation. Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

3.2. Registrar Cooperation. (a) Registrar, including its employees, contractors, agents and designees, shall not impede Registry Operator's performance under this Agreement and shall reasonably cooperate with Registry Operator: (i) in furtherance of Registry Operator's performance of the Registry Services and its obligations under the Registry Agreement and any other ICANN requirements; and (ii) to provide any assistance reasonably requested by the Registry Operator in securing, investigating, or remediating violations of the Registrar Abuse Policy, any computer network intrusion or attack or other instance of misuse, abuse, or otherwise unlawful use of the DNS. (b) Without limiting the generality of the foregoing, Registrar shall facilitate Registry Operator's communication with any Registered Name Holder upon Registry Operator's request in order to facilitate Registry Operator's: (i) performance of the Registry Services and accuracy of associated data; (ii) compliance with the Registry Agreement or any other ICANN requirements; or (iii) compliance with Applicable Laws, government requests or court orders.

3.3. Registrar Customer Support. Registrar shall provide: (a) reasonable and professional customer support to prospective registrants and Registered Name Holders regarding the acceptance of orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names; and (b) reasonable and professional customer support (including domain name record support and easy access to and disclosure of transfer codes) and billing and technical support to Registered Name Holders. Registrar shall make available its emergency contact information to Registered Name Holders for the resolution of critical situations such as domain name hijacking.

3.4. Registration Agreement with Registered Name Holder. At all times while it is sponsoring

the registration of any Registered Name within the Registry TLD, Registrar shall have in effect a registration agreement with the Registered Name Holder that governs the access and use of the Registered Name ("**Registration Agreement**"). Upon request, Registrar shall provide a copy of the current form of its Registration Agreement to Registry Operator. Registrar may amend the form of its Registration Agreement or add alternative forms, provided a copy of such amendments or alternatives is furnished to the Registry Operator upon request. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement. Without limiting the generality of the foregoing, Registrar shall require in each Registration Agreement that the Registered Name Holder shall:

- (a) acknowledge and agree 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, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (ii) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; (iii) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) to protect the integrity and stability of the Registry System and the operation of the DNS; (v) to comply with all Applicable Laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in any applicable Registration Agreement;
- (b) to the extent permitted by Applicable Law, indemnify, defend and hold harmless Registry Operator, its parent company and subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. The Registration Agreement shall further require that this indemnification obligation shall survive the termination or expiration of the Registration Agreement;
- (c) consent to the collection, use, distribution, publication and sharing of any Registered Name Holder's Personal Data by Registry Operator and its designees and agents, in a manner consistent with the purposes specified in any notice provided to Registrars pursuant to Subsection 2.10 of this Agreement;
- (d) submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the UDRP, PDDRP and the URS;
- (e) acknowledge and agree that all domain names in the Registry TLD(s) will be subject to the Domain Name Abuse Policy and the Registry TLD's Startup Policy;

- (f) provide accurate registration information for the Registered Name (including email address confirmed by return email or other method), and immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
- (g) comply with the terms and conditions of the Registry Operator's initial launch of the Registry TLD (including without limitation all of the applicable periods defined in the Registry TLD's Startup Policy) and further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Startup Policy for the Registry TLD, including, without limitation (i) the ability or inability of a registrant to obtain a Registered Name during the periods defined therein, and (ii) the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the Trademark Clearinghouse; and
- (h) refrain from: Distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to Applicable law. Registrar shall provide (consistent with Applicable law and any related procedures) consequences for such activities including suspension of the domain name.

3.5. Compliance with Additional Terms and Conditions. Registrar shall comply with the requirements contained in each of the following, and further shall include in its Registration Agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following:

- (a) ICANN standards, policies, procedures, and practices, as may be amended from time to time by ICANN, for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other agreement with ICANN;
- (b) Terms and conditions, technical policies and other policies applicable to the Registry Tool Kit, APIs, Supported Protocol, or access and use of Registry Operator's website(s); and
- (c) Registry Policies, which shall become effective upon thirty (30) days' notice (unless otherwise set forth herein (e.g., for changes to the Domain Registration Policy or Pricing Policy)) by Registry Operator to Registrar. Registry Operator will provide additional notice (unless otherwise set forth herein) should any updates or modifications to such Registry Policies materially impact Registrar's operations or product development.

3.6. Rights Protection Mechanisms. Registrar shall implement and adhere to any rights protection mechanisms ("RPMs") that may be mandated from time to time by ICANN or Registry Operator, including without limitation the PDDRP, URS and UDRP dispute resolution processes. Registrar will receive all PDDRP, URS and UDRP complaints and decisions regarding the Registry TLD. After

receiving a UDRP complaint about a domain name within the Registry TLD, Registrar will ensure that such domain name is locked within one (1) business day of receipt of such complaint and will notify the Registered Name Holder. Registrar will immediately provide notice to Registrar-Support@CharlestonRoadRegistry.com and any Registry Services provider in the event that Registrar receives notice of a determination in favor of complainant. Registrar shall provide the Trademark Claims Service for the entire period that registration is open for general registration. In addition, Registrar shall provide Trademark Claims notices to prospective registrants at no cost.

3.7. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit to the Registry System complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, royalty free, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required for Registry Operator to meet its obligations to ICANN and/or for Registry Operator's operation of the Registry TLD.

3.8. Security and Abuse. (a) Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its network and its connection to the Registry System is secure and shall comply with the Registrar Abuse Policy. (b) Registrar shall ensure that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unauthorized access, use or disclosure of information. (c) Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers (to the extent permitted by Applicable Laws); or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. (d) Each EPP session shall be authenticated and encrypted as required by Registry Operator in technical documents that shall be made available to Registrar. (e) Registrar agrees to notify Registry as soon as reasonably possible but in any event within four (4) hours of having actual knowledge or reasonably suspecting that its Registrar password has been compromised in any way or its server certificate has been revoked by the issuing Certification Authority or compromised in any way. (f) Upon notice to Registrar, Registry Operator may require other security provisions, practices or technology to ensure that the Registry System is secure and stable, which Registry Operator may require from time to time in its sole discretion. The Registrar will use its best efforts to implement such security provisions, practices or technology within a reasonable time.

3.9. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning access to the Registry System and/or the use of the Registry Tool Kit, APIs, and Supported Protocol in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System or other emergency, Registry Operator

may, in its sole discretion, temporarily suspend or restrict access to the Registry System (making reasonable efforts to provide prior notice thereof if possible). Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including any affiliates of Registry Operator.

3.10. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into a Registry database, the time shown in the Registry Operator's records shall control.

3.11. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from any other ICANN-accredited registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between ICANN-accredited registrars, as may be amended from time to time by ICANN ("**Transfer Policy**"). Upon request from Registrar, Registry Operator may allow and support bulk transfer to Registrar, without extension of the registration term, and in accordance with the terms agreed to by the Parties in writing to facilitate such transfer(s).

3.12. Restrictions on Registered Names. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with any Applicable Laws that may apply to domain name registrations and its performance under this Agreement. Registrar agrees to comply with any additional restrictions on registered domains set forth in the Domain Registration Policy. Registry Operator will provide 60 days notice to Registrar for any change to the Domain Registration Policy after the Effective Date.

3.13. EPP Modifications. Registry Operator reserves the right to modify an attribute of a domain registration as deemed necessary in its sole discretion. Registry Operator shall provide notification of such changes in the EPP poll queue within a reasonable time.

3.14. Whois Accuracy. Registrar shall implement and adhere to any Whois accuracy requirements that may be mandated by ICANN or Registry Operator, including without limitation the Registry Accreditation Agreement Whois Accuracy Program Specification, as may be amended from time to time by ICANN.

3.15. EPP and Redemption Grace Period Obligations. Registrar will not make use of the <restore> EPP command or the redemption grace period without an explicit request to do so by the Registered Name Holder, and Registrar may not restore any domain name in order to assume the rights to use or sell the domain name for itself or for any party other than the Registered Name Holder.

3.16. Registrar's Contact Information for Complaints via Registry Operator. Registry Operator may contact Registrar at the following addresses regarding issues including general complaints or complaints (from parties including Registered Name Holders) that are the responsibility of Registrar (including issues regarding takedowns, content and intellectual property), and Registrar shall keep such contact information up-to-date at all times:

Registrar's Mail Address:

E-mail:

Attn:

with copy to:

Mail Address:

Attn:

E-mail:

Registrar's Technical Contact:

Primary Phone:

Secondary Phone:

Email:

Registrar's Whols Contact (please note,
Registry Operator may make this information
available to the general public):

Mail Address:

E-mail:

Attn:

URL:

Registrar's Abuse URL (Registry Operator may make this information available to the general public):

URL:

3.17. Compliance with Anti-Bribery Laws. In performance of its obligations under this Agreement, Registrar will comply with all applicable commercial and public anti-bribery laws ("**Anti-Bribery Laws**"), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. "**Government officials**" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, Registrar will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.

4. FEES

4.1. Registry Operator Fees.

(a) Registrar shall pay Registry Operator the non-refundable fees ("**Fees**") for initial and renewal registrations and other services provided by Registry Operator to Registrar as set forth in the Pricing Policy or a rate card provided by the Registry Operator and the Parties agree that any non-Fees terms set forth therein shall also apply.

(b) Registry Operator reserves the right to prospectively amend the Pricing Policy in its sole discretion upon ninety (90) days notice.

(c) Notwithstanding the above, Registry Operator shall provide one hundred eighty (180) days notice for any increases to renewal registration Fees that are set following initial registration. However, Registry Operator need only provide ninety (90) days' notice of any such changes to such renewal registration Fees that are set following initial registration if the resulting price is less than or equal to the previously existing Fee.

4.2. Variable Registry-Level Fees. Registrar shall pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN as permitted by Subsection 6.3 of the Registry Agreement ("**Variable Fees**") in accordance with the Payment Terms (defined below). Registry

Operator shall not be required to provide advance notice of any price increase for the imposition of Variable Fees.

4.3. Taxes. The Fees and Variable Fees due under this Agreement are exclusive of tax. Each party will be responsible for all taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Registry Operator) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware. Registrar hereby confirms that it is "in business" and will be treated as such for the application of VAT. All payments due to Registry Operator shall be made without any deduction or withholding on account of any tax, duty, charge or penalty.

4.4. Payment Terms. After executing this Agreement, Registrar shall submit all information requested by Registry Operator during Registry Operator's onboarding process for Registry Operator to determine the payment terms applicable to Registrar ("Payment Terms"), which may include agreeing to a credit check. After evaluating such information, Registry Operator shall provide Registrar with notice of the Payment Terms. Registrar shall pay all Fees and Variable Fees in accordance with the requirements set forth in the Payment Terms, and portions not disputed per the Payment Terms shall be paid in full. Registrar acknowledges and agrees that Registry Operator, in its sole discretion, may modify the Payment Terms upon sixty (60) days' written notice of any such modifications to Registrar by Registry Operator. After the effective date of any modifications to the Payment Terms, Registrar will be deemed to accept such modifications upon submitting any initial or renewal registration.

4.5. Non-Payment of Fees. (a) Timely payment of Fees and Variable Fees in accordance with the Payment Terms is a material condition of performance under this Agreement. (b) Late payments shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). (c) Charges are exclusive of taxes; Registrar shall pay (i) all taxes and other government charges and (ii) reasonable expenses and attorneys' fees Registry Operator incurs in collecting late payments. (d) In the event that Registrar fails to pay its Fees or Variable Fees as required under the Payment Terms, in addition to the above, Registry Operator may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) for the sake of Registered Name Holders, upon thirty (30) days notice, transfer the Registered Names to other registrars; (iii) upon thirty (30) days notice delete the domain names associated with invoices not paid in full from a Registry database; (iv) give written notice of termination of this Agreement pursuant to Section 11 below; and/or (v) pursue any other remedy under this Agreement or under Applicable Law.

4.6. Incentive Payments. Registry Operator, through itself or a third party, may make incentive payments to Registrar for referrals of Registered Name Holders. Any such payments will be set forth in the Pricing Policy described in Section 4.1.

5. REPRESENTATIONS AND WARRANTIES

5.1 Registrar. Registrar represents and warrants that: (a) it is a corporation duly incorporated,

validly existing and in good standing under the law of its jurisdiction of formation or organization; (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, including that Parent Registrar has the requisite power and authority to sign on behalf of itself and Registrar Subsidiaries, if any; (c) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; (d) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement; (e) it is, and during the term of this Agreement will continue to be, accredited by ICANN or its successor as a registrar for the Registry TLD, and it is party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on 27 June 2013; and (f) it is, and during the term of this Agreement will remain, in compliance with all applicable ICANN policies and requirements and all Applicable Laws.

5.2 Registry Operator. Registry Operator represents and warrants that: (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware; (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (c) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator; and (d) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

5.3 Disclaimer of Warranties. THE REGISTRY TOOL KIT, APIs, SUPPORTED PROTOCOL, REGISTRY SYSTEM, REGISTRY OPERATOR'S WEBSITE(S) AND ALL OTHER ITEMS OR ACCESS PROVIDED BY THE REGISTRY OPERATOR OR ITS SUBCONTRACTORS UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE REGISTRY TOOL KIT, APIs, SUPPORTED PROTOCOL, REGISTRY SYSTEM OR REGISTRY OPERATOR'S WEBSITE(S): (I) WILL MEET REGISTRAR'S REQUIREMENTS, (II) WILL BE UNINTERRUPTED OR ERROR-FREE. REGISTRY OPERATOR DOES NOT WARRANT THAT ANY DEFECTS IN THE REGISTRY TOOL KIT, APIs, SUPPORTED PROTOCOL, REGISTRY SYSTEM, REGISTRY OPERATOR'S WEBSITE(S) 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 REGISTRY TOOL KIT, APIs, SUPPORTED PROTOCOL, REGISTRY SYSTEM, REGISTRY OPERATOR'S WEBSITE(S) OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRY TOOL KIT, APIs, SUPPORTED PROTOCOL, REGISTRY SYSTEM, REGISTRY OPERATOR'S WEBSITE(S) OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

6.1. Confidential Information. A Party receiving Confidential Information of the other Party will comply with the following terms and conditions:

- (a) The receiving Party will: (i) use such Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement, (ii) not disclose such Confidential Information unless permitted under this Agreement, and (iii) use reasonable efforts to preserve the confidentiality of such Confidential Information, including implementing reasonable security measures designed to protect such information.
- (b) Notwithstanding the foregoing, the restrictions provided under Subsection 6.1(a) will not apply to: (i) any disclosure that is required by the Registry Agreement or Applicable Laws, legal process or governmental authority, provided that the receiving Party (A) uses reasonable efforts to notify the disclosing Party in advance of the required disclosure to provide the disclosing Party an opportunity to obtain a protective order to limit such disclosure, (B) cooperates with the disclosing Party in seeking such protective order or other remedy, and (C) limits the disclosure to only that information that must be disclosed to comply with applicable request; (ii) any use by or disclosure to the receiving Party's officers, employees, contractors and agents who have a demonstrable need to know the disclosing Party's Confidential Information, provided that the receiving Party shall advise such personnel of the confidential nature of such information and take reasonable steps to maintain the confidentiality thereof; or (iii) any use or disclosure of Confidential Information made with the specific prior written consent of the disclosing Party.
- (c) The receiving Party's duties under this Subsection 6.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties, except that, for Registrar, such duties will extend indefinitely for Personal Data provided by Registry Operator to Registrar.

6.2. Intellectual Property. Each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

6.3. RRA Data Processing Addendum. Each Party will comply with Exhibit A (RRA Data Processing Addendum).

7. INDEMNIFICATION

7.1 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, its parent company and each of their employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding ("**Claim**") related to: (a) any breach of this Agreement by Registrar; (b) any product or service of Registrar; (c) any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (d) Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application, registration, and transfer of ownership processes, systems and other processes, fees charged, billing practices and customer service.

7.2 Indemnification Procedure. (a) Registrar's indemnification obligations hereunder will be subject to Registry Operator: (i) providing Registrar with prompt notice of any indemnifiable Claim, provided that Registry Operator's failure to notify Registrar shall not diminish the Registrar's obligations under this Section except to the extent that Registrar is materially prejudiced as a result of such failure; and (ii) providing to Registrar, upon Registrar's written request, available and relevant information that is reasonably needed in the defense of such Claim, provided that Registrar reimburses Registry Operator for its actual and reasonable costs incurred in connection with providing such information and assistance. (b) Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's prior written consent if such settlement or compromise arises from or is part of any criminal action, civil suit or other proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Registry Operator or otherwise requires Registry Operator to take or refrain from taking any material action (such as the payment of fees of other amounts). (c) 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.

8. LIMITATION OF LIABILITY

EXCEPT IN CONNECTION WITH SECTIONS 6 AND 7, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL REGISTRY OPERATOR'S AGGREGATE LIABILITY EXCEED THE LESSER OF (A) THE AMOUNT OF FEES PAID BY REGISTRAR TO REGISTRY OPERATOR UNDER THIS AGREEMENT FOR THE PRECEDING 12 MONTH PERIOD, EXCLUDING ANY FEES PAID UNDER SUBSECTION 4.2 ABOVE, OR (B) \$500,000.

9. INSURANCE

Registrar shall obtain and maintain at its own expense the following insurance coverage purchased from a company or companies rated A:VII or better by A.M. Best: Commercial general liability (occurrence form) including premises and operations coverage, personal injury and advertising injury coverage, products/completed operations coverage, insured contract coverage, and independent contractors coverage with limits of at least one million dollars (\$1,000,000) per occurrence and two

million dollars (\$2,000,000) general aggregate.

10. DISPUTE RESOLUTION; CHOICE OF LAW; VENUE

This Agreement, and any disputes arising out of or relating to this Agreement, shall be governed by, construed and enforced in all respects in accordance with the laws of the State of California, United States of America ("**USA**") without regard to the conflict of laws or choice of law provisions thereof. The Parties agree that all actions and proceedings arising out of or relating to this Agreement shall be brought only in a state or federal court located in Santa Clara County, California USA. The Parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

11. TERM AND TERMINATION

11.1 Term of the Agreement; Revisions. The term of this Agreement shall commence on the Effective Date and continue until terminated by either Party in accordance with the provisions of this Agreement. In the event that revisions to Registry Operator's approved form of registry-registrar agreement for the Registry TLD are approved or adopted by ICANN, Registry Operator may notify Registrar that it has thirty (30) days from the date of notice of any such revision ("**Notice Period**") to execute an amendment substituting the revised agreement in place of this Agreement. In the event of such notice, Registrar may, at its option exercised within the Notice Period, terminate this Agreement immediately by giving written notice to Registry Operator; provided, however, that in the event Registry Operator does not receive such executed amendment or notice of termination from Registrar by the end of the Notice Period, Registrar shall be deemed to have executed such amendment.

11.2 Termination. This Agreement may be terminated as follows:

11.2.1. Termination For Cause. In the event that either Party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) 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. The Parties agree that failure to comply with the obligations in, or breach of, the Registry Policies or Registrar Abuse Policy, shall constitute a material breach under this Section 11.2.1. In addition, if Registrar materially breaches this Agreement and such breach is not substantially cured within thirty (30) days after written notice thereof is given by Registry Operator, then Registry Operator may, by giving written notice thereof to Registrar, terminate Registrar's rights in the Registry TLD as of the date specified in such notice of termination.

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

11.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall immediately

terminate in the event Registrar's accreditation by ICANN, or its successor, for the Registry TLD or otherwise, is terminated or expires without renewal.

11.2.4. Termination in the Event that Successor Registry Operator is Named. This Agreement shall immediately terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to operate the registry for the Registry TLD.

11.2.5. Termination in the Event of Termination of Registry Agreement. This Agreement shall immediately terminate in the event that the Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN; provided that this Agreement is not assigned under Subsection 12.4.

11.2.6. Termination in the Event of Insolvency or Bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.

11.3 Effect of Termination. (a) Upon any termination of this Agreement, Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination to the extent it is able to do so, provided that Registrar's payments to Registry Operator for Fees and Variable Fees are current and timely. (b) Immediately upon any termination of this Agreement, Registrar shall: (i) immediately pay all outstanding Fees or Variable Fees owed by Registrar to Registry Operator; (ii) transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with Part B of the Transfer Policy and any other applicable procedures established or approved by ICANN or the U.S. Department of Commerce, as appropriate; and (iii) return to Registry Operator, or at Registry Operator's option, destroy (and certify in writing such return or destruction) any and all of Registry Operator's Confidential Information received by Registrar pursuant to this Agreement. (c) Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

11.4 Survival. In the event of termination of this Agreement, the following shall survive: Sections 1, 2, 3.4-3.6, 3.8, 4 (for fees due and owing prior to such termination), 5-8, 10, 11.3, 11.4 and 12.

12. MISCELLANEOUS

12.1 Execution. Once made available by ICANN and once Registry Operator elects to use it, the Parties may execute this Agreement through ICANN's automated registrar onboarding system ("AROS"). Registry Operator and Registrar hereby agree that neither Party will challenge the legal effectiveness of this Agreement and its admissibility as evidence in legal proceedings solely on the grounds that this Agreement has been executed by electronic means.

12.2 Investigations. Nothing in this Agreement, or in any Registration Agreement will be construed to limit Registry Operator's right and ability to investigate, monitor, protect against, or remediate in response to a computer network intrusion or attack or other instance of misuse, abuse, or otherwise unlawful use of the DNS.

12.3 Assignment. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of Registry Operator, which consent will not be unreasonably withheld. Registry Operator may assign its rights or obligations under this Agreement to an affiliate or its parent company without the consent of Registrar. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto.

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

12.5 Notices. Except as otherwise provided herein, any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail during business hours) to the address set forth beneath the name of such Party below, unless Party has given a notice of a change of address in writing. All such contact information below shall be kept up-to-date at all times:

If to Registrar:

E-mail:
Attn:

with copy to:

Attn:

If to Registry Operator:

Charleston Road Registry Inc. d/b/a Google
Registry
c/o Google LLC
1600 Amphitheatre Pkwy
Mountain View, CA 94043

with copy to:

Charleston Road Registry Inc. d/b/a Google
Registry
c/o Google LLC
Attention: LEGAL DEPT.
1600 Amphitheatre Pkwy
Mountain View, CA 94043
Legal@CharlestonRoadRegistry.com

12.6 Third-Party Beneficiaries. The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either Party to any non-party to this Agreement, including any holder of a Registered Name. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

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

12.8 Force Majeure. Neither Party shall be responsible for any failure to perform any obligation (other than payment obligations) or provide service hereunder because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

12.9 Amendments. Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both Parties or via electronic means via AROS (if AROS contains such functionality). Registry Operator may revise any URLs noted herein from time to time in its sole discretion upon notice to Registrar.

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

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

12.12 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.

12.13 Entire Agreement. This Agreement (including any exhibits, which form a part of it) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

12.14 Severability. If any provision contained in this Agreement is found to be unenforceable, it and any related provisions will be interpreted to best accomplish the essential purpose of the unenforceable provision, and the rest of the Agreement will continue to remain in effect.

12.15 Construction; Conflicts. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. If there is a conflict between a term of this Agreement and a term of a policy, exhibit, or other document referenced herein, the term of this Agreement shall govern.

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

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Charleston Road Registry Inc.
d/b/a Google Registry

[Registrar's Name] , on behalf of itself and
Registrar Affiliates

By:

_____ By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A RRA Data Processing Addendum

To the extent of any conflict between the Agreement's other sections (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 Agreement (also referred to in this Data Processing Addendum as, 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 Data Protection Laws and its defined Purpose(s). Though this Data Processing Addendum is an addendum to the RRA executed by and between the Registry and Registrar, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RRA may also be at the direction of the Registrar or Registry, each as a Controller.

2. DEFINITIONS

- a) Alternative Transfer Solution. Means a mechanism other than the Applicable Standard Contractual Clauses that enables the lawful transfer of Shared Personal Data from the EEA, UK, or Switzerland to a third country in accordance with Applicable Data Protection Laws, including as applicable, the Swiss-U.S. or UK-U.S. Privacy Shield self-certification programs approved and operated by the U.S. Department of Commerce ("**Privacy Shield**") or another valid certification program in force under Applicable Data Protection 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 Data Protection Laws. Means all privacy, data security, and data protection laws, directives, regulations, or rules in any jurisdiction applicable to Your Processing of Shared Personal Data, including the GDPR, CCPA, HIPAA, and LGPD.
- 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) CCPA. Means, as applicable: (i) the California Consumer Privacy Act of 2018, California Civil Code 1798.100 et seq. (2018); (ii) the California Privacy Rights Act of 2020, and (iii) Applicable Data Protection Laws modeled on either of the foregoing.
- f) Controller-Controller SCCs. Means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/eu-c2c>.
- g) Controller-Processor SCCs. Means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/eu-c2p-ipa>.
- h) Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.

- i) 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.
- j) Data Security Breach. Means 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.
- k) Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
- l) GDPR. Means (i) the European Union General Data Protection Regulation (EU) 2016/679 (the "EU GDPR") on data protection and privacy for all individuals within the European Union ("EU") and the European Economic Area ("EEA"); (ii) the EU GDPR as incorporated into United Kingdom ("UK") law by the Data Protection Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR"); and (iii) the Federal Data Protection Act of 19 June 1992 (Switzerland) (each as amended, superseded, or replaced).
- m) Google Controller. Means the Google Entity that Processes Personal Information as a Data Controller in accordance with Google's applicable privacy policy.
- n) LGPD. Means Brazilian Law no. 13,709 for the protection of personal data.
- o) 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.
- p) 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.
- q) Purpose(s). Has the meaning provided in Section 3 below.
- r) Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.
- s) Registration Data. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.
- t) Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.
- u) 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.
- v) UK Controller-Controller SCCs. Means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/uk-c2c>.
- w) UK Controller-Processor SCCs. Means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/uk-c2p-ipa>.

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 Data Protection 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 and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of the Registry and the Registrar are applicable.
 - 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 Data Protection 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 Data Protection 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 Data Protection Laws regarding the individuals about whom the Shared Personal Data is Processed), You and Google expressly 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. To the extent Section 5(a)(i) applies and You Process Shared Personal Data as a Data Processor: (i) if Google transfers Shared Personal Data relating to individuals within the EEA or Switzerland to You, You and Google (on its own behalf or on behalf of the Google Controller) agree to the Controller-Processor SCCs; and (ii) if Google transfers Shared Personal Data relating to individuals within the UK to You, then You and Google (on its own behalf or on behalf of the Google Controller) agree to the UK Controller-Processor SCCs.
 - iii. To the extent Section 5(a)(i) applies and You Process Shared Personal Data as a Data Controller: (i) if Google or You transfer Shared Personal Data relating to individuals within the EEA or Switzerland to the other Party, You and Google (on its own behalf or on behalf of the Google Controller) agree to the Controller-Controller SCCs; and (ii) if Google or You transfer Shared Personal Data relating to individuals within the UK to the other Party, then You and Google (on its own behalf or on behalf of the Google Controller) agree to the UK Controller-Controller SCCs.
 - iv. To the extent either Party Processes Shared Personal Data transferred in accordance with an Alternative Transfer Solution, the Party receiving Shared Personal Data will: provide at least the same level of protection for the Shared Personal Data as is required by the Applicable Agreements and the applicable Alternative Transfer Solution; (ii) promptly notify the Party disclosing Shared Personal Data in writing if the receiving Party determines that it can no longer provide at least the same level of protection for the Shared Personal Data as is required by the Applicable Agreements and applicable Alternative Transfer Solution; and (iii) upon making such a determination, cease Processing Shared Personal Data until the Party receiving Shared Personal Data is able to continue providing at least the same level of protection as required by the Applicable Agreements and the applicable Alternative Transfer Solution.
 - v. Google LLC has certified under the Privacy Shield on behalf of itself and certain wholly-owned US subsidiaries, including Google. Google LLC's certification and status is available at <https://www.commerce.gov/page/eu-us-privacy-shield>.
 - vi. Where Google is not the Google Controller, Google will ensure that it is authorized by the Google Controller to (i) enter into the Applicable Standard Contractual Clauses on

behalf of the Google Controller, and (ii) exercise all rights and obligations on behalf of the Google Controller, each as if it were the Data Controller.

- 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 Data Protection 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 Data Protection Laws. Appropriate organizational and security measures are further enumerated in Section 6 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 Data Protection 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 Data Protection Laws, and (iii) breach of this Data Processing Addendum, to the extent caused by 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 Data Protection 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 subcontractors 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 Data Protection 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 Data Protection 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 Data Protection 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 Data Protection 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 Data Protection 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 Data Protection Laws change in a way that the Data Processing Addendum is no longer adequate for the purpose of governing lawful processing of Shared Personal Data and there was no Triggering Event, the Parties agree that they will negotiate in good faith to review and update this Data Processing Addendum in light of the new laws.

Annex 1

DETAILS OF THE PROCESSING

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

Registrant Name: Example Registrant

Street: 1234 Admiralty Way

City: Marina del Rey

State/Province: CA

Postal Code: 90292

Country: US

Phone Number: +1.3105551212

Fax Number: +1.3105551213

Email: registrant@example.tld

Admin Contact: Jane Registrant

Phone Number: +1.3105551214

Fax Number: +1.3105551213

Email: janeregistrar@example-registrant.tld

Technical Contact: John Geek

Phone Number: +1.3105551215

Fax Number: +1.3105551216

Email: johngeek@example-registrant.tld

Exhibit B (Registrar Affiliates)

- [Registrar Affiliate Name], a [Registrar's jurisdiction and type of organization] / [N/A if not applicable]