

.Minna (.みんな) Registry-Registrar Agreement

This .Minna (.みんな) Registry-Registrar Agreement (the “**Agreement**”) is entered into by and between Charleston Road Registry Inc., a Delaware corporation, 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*] (“**Registrar**”), as of [Insert Date], 20 [Insert Year] (“**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 whether or not the Registry Tool Kit or any modifications thereto are 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 “EPP” means the protocol used by the Registry System, the Extensible Provisioning Protocol, and any extensions thereto supported by Registry Operator.

1.6 “Landrush Period” means the open registration phase prior to the general registration period (for clarity, the Landrush Period may overlap with the Sunrise Period).

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

1.8 “Registered Name” means a second-level domain name within the domain of the Registry TLD, whether consisting of two or more levels (e.g., john.smith.name), about which Registry Operator (whether directly or via subcontract) maintains data in a Registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.9 “Registered Name Holder” means the holder of a Registered Name.

1.10 “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.

1.11 “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.

1.12 “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.

1.13 “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.

1.14 “Registry System” means the system operated by Registry Operator for Registered Names in the Registry TLD.

1.15 “Registry TLD” means the .Minna (.みんな) TLD.

1.16 “Registry Tool Kit” means any software or interface, including any modifications or updates of such software or interface, made available to Registrar by Registry Operator under this Agreement for the purpose of registering domain names in the Registry TLD, including without limitation the APIs, Supported Protocol and Software.

1.17 “Software” means Registry Operator’s software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

1.18 “Sunrise Period” means an initial registration period (for clarity, the Sunrise Period may overlap with the Landrush Period).

1.19 “Supported Protocol” means Registry Operator’s implementation of EPP, or any successor protocols, supported by the Registry System.

1.20 “TLD” means a top-level domain of the DNS.

1.21 “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.

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

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. 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 for the Registry TLD to the Registry System.

2.2. Maintenance of Registrations Sponsored by Registrar; Withheld Second-Level Domains. (a) 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. (b) Registry Operator reserves the right to withhold second-level domain names from registration and/or availability, and if Registry Operator makes a list thereof available, Registry Operator may update such list thereof from time-to-time.

2.3. 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>

2.4. 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.

2.5. Registration Periods. (a) During the Sunrise Period, Registry Operator will allow qualified owners of trademarks and service marks listed in the Trademark Clearinghouse to register domain names in the Registry TLD that contain a second level consisting of an identical match to their listed trademarks, and will use an appropriate resolution mechanism to award a domain name in the Registry TLD if multiple qualified owners express an interest in registering such domain name. (b) During the Landrush Period, Registry Operator will use an appropriate resolution mechanism to award a domain name in the Registry TLD if

multiple parties express an interest in registering such name. (c) The general registration period will be a steady state phase for the duration of the Registry Operator's operation of the Registry TLD. During the general registration period, any interested registrant may apply for all second-level domain names in the Registry TLD not registered during the Sunrise Period or Landrush Period, subject to Subsection 2.2(b) and Registry Operator's rights protection mechanisms set forth in Subsections 3.6 of this Agreement.

2.6. 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.

2.7. Registry Tool Kit

- (a) **Ownership.** The Registry Tool Kit and 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 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 and 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 or otherwise permit any use of the Registry Tool Kit by or for the benefit of any party other than Registrar; (ii) publish, distribute or permit disclosure of the Registry Tool Kit other than to employees, contractors, and agents of Registrar who: (1) have a need to use the Registry Tool Kit 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; or (iv) use or permit use of the Registry Tool Kit for any unlawful purpose or in violation of any Applicable Laws. Additional terms and conditions may also apply.
- (d) **Changes.** Registry Operator may from time to time replace, update or make modifications to the Registry Tool Kit. 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 (however, Registry Operator will provide 90 days advance notice should these replacements, updates or modifications materially impact pre-existing Registry Operator functions (such as the Registry Systems, Registry Tool Kit or core EPP commands)).

2.8. Registry Operator Support Services.

2.8.1. Technical Support. Registry Operator shall provide Registrar with support to address technical issues relating to Registrar's implementation of the Registry Tool Kit 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.

2.8.2. 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 9a 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.

2.9. Handling of Personal Data. Registry Operator shall provide notice to Registrar (including via Registry Operator's publicly available privacy policy located at g.co/registryPrivacy) 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. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse or unauthorized disclosure, alteration or destruction.

2.10. 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. Nothing in this Agreement entitles Registrar to enforce the Registry Agreement or any other agreement between Registry Operator and ICANN.

3. 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**"). Registrar shall provide a copy of the current form of its Registration Agreement to Registry Operator prior to entering into any such agreement with a Registered Name Holder. 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 2.9 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 a Domain Name Abuse Policy, which is made available at g.co/registryDomainAbuse, ("**Domain Name Abuse Policy**"), as may be amended from time to time in Registry Operator's sole discretion, and a Sunrise and Landrush Policy, which is made available at g.co/minnaSunriseLandrush, ("**Sunrise and Landrush Policy**"), as may be amended from time to time until ten (10) days prior to the beginning of the Sunrise Period in Registry Operator's sole discretion;

- (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 the Sunrise Period, the Landrush Period, the general registration period) and the Registry Operator's Sunrise and Landrush 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 the Sunrise Period, Landrush Period or general registration period, including, without limitation (i) the ability or inability of a registrant to obtain a Registered Name during these periods, and (ii) the results of any dispute over a Sunrise Period registration; 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 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) by Registry Operator to Registrar.

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 PDDRP, URS or 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 and Registry Operator at Registrar-Support@CharlestonRoadRegistry.com. 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 any access requested by a prospective registrant to verify and research Trademark Claims notices at no cost to the registrant and shall not consider such access to be an ancillary service.

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.

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 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").

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

Registry Operator's Domain Registration Policy for the Registry TLD available at g.co/minnaRegistration ("**Domain Registration Policy**"), as may be amended from time to time in Registry Operator's sole discretion upon 60 days notice.

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 US Mail Address:

E-mail:

Attn:

with copy to:

US Mail Address:

Attn:

E-mail:

Registrar's Technical Contact:

Mobile Phone:

Desk Phone:

Pager:

Email:

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

US Mail Address:

E-mail:

Attn:

URL:

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

URL:

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 available at g.co/minnaPricing (“**Pricing Policy**”), and the Parties agree that 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**”) no later than ten (10) days after the date of an applicable invoice from Registry Operator for such Variable Fees. 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 to an auction process. 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; (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 (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, 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, 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, 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, REGISTRY SYSTEM, REGISTRY OPERATOR'S WEBSITE(S) OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRY TOOL KIT, 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 REGISTRY TOOL KIT.

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.

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

IN NO EVENT SHALL REGISTRY OPERATOR BE LIABLE TO REGISTRAR 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 REGISTRY OPERATOR 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, 2.7(c), 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 via AROS.

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. 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:

If to Registry Operator:

Charleston Road Registry Inc.

1600 Amphitheatre Pkwy
Mountain View, CA 94043

with copy to:

E-mail: Charleston Road Registry Inc.
Attention: LEGAL DEPT.
Attn: 1600 Amphitheatre Pkwy
Mountain View, CA 94043

with copy to: Legal@CharlestonRoadRegistry.com

Attn:

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 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.

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

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

Charleston Road Registry Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____