

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 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

