

## **.CAREER Registry-Registrar Agreement**

This Registry-Registrar Agreement (the "Agreement"), effective as of \_\_\_\_\_ (the "Effective Date"), is between dotCareer LLC, with its principal place of business located at Second Generation Place, 3029 Prospect Avenue, Cleveland, Ohio 44115 ("Registry Operator"), and [Registrar's name] \_\_\_\_\_, with its principal place of business located at [Registrar's location] \_\_\_\_\_ ("Registrar").

WHEREAS, Registry Operator has entered into a Registry Agreement (the "Registry Agreement") with the Internet Corporation for Assigned Names and Numbers ("ICANN") to operate the registry for the .career top-level domain (the "Registry TLD"); and

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

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

### **1. DEFINITIONS**

**1.1** The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

**1.2** "Registry Service Provider" or "RSP" means the entity which provides Registry System (as defined below) functionality for Registry Operator.

**1.3** "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

**1.4** "DNS" refers to the Internet domain name system.

**1.5** "EPP" means the Extensible Provisioning Protocol.

**1.6** "IP" means Internet Protocol.

**1.7** "OTE" means Operational Test and Evaluation system.

**1.8** "Personal Data" refers to data about any identified or identifiable natural person.

**1.9** "RDDS" means "Registration Data Director Service" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement.

**1.10** "Registered Name" refers to a domain name within the domain of the Registry TLD about which Registry Operator or an affiliate engaged in providing Registry Services (as defined herein) 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).

**1.11** "Registered Name Holder" or "Registrant" means the holder of a Registered Name.

**1.12** "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

**1.13** "Registry System" means the system operated by or for Registry Operator for Registered Names in the Registry TLD.

**1.14** "Registry Services" has the same meaning as such term is defined in the Registry Agreement.

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

**1.16** "Term" means the term of this Agreement, as set forth in Subsection 9.1.

## **2. OBLIGATIONS OF REGISTRY OPERATOR**

**2.1 Access to Registry System.** Throughout the Term of this Agreement, Registry Operator shall operate, or have operated, the Registry System and shall provide Registrar with access to the Registry System for the purpose of enabling Registrar to exchange domain name registration information with the Registry System. Registry Operator or RSP shall have OTE available to Registrar so that Registrar can test and evaluate all current and proposed functions for a sufficient period of time before they are implemented in the Registry System.

**2.2 Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry Operator requirements authorized by ICANN, 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 Supported Protocol and APIs.** Registry Operator or RSP will make available to Registrar (i) full documentation of the Supported Protocol, (ii) APIs to the Supported Protocol with documentation, and (iii) reference client software (“Software”) that will allow Registrar to develop its system to register second-level domain names through the System for the Registry TLD.

**2.4 Changes to System.** In the event Registry Operator or RSP make any modifications to the Supported Protocol and/or APIs, Registrar will be provided with updated APIs to the Supported Protocol with documentation and updated Software promptly as such updates become available.

**2.5 License.** Subject to the terms and conditions of this Agreement, Registry Operator directly, and/or RSP through execution of RSP’s documentation when receiving APIs, Software or other materials from RSP (“Licensed Product”), hereby grants Registrar and Registrar accepts a non-exclusive, royalty-free, non-transferable, worldwide limited license to use for the term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD with the Registry Operator on behalf of its Registered Name Holders. Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke operations on the Registry System, including but not necessarily limited to some or all of the following: (i) check the availability of a domain name; (ii) register a domain name; (iii) re-register a domain name; (iv) cancel the registration of a domain name it has registered; (v) update the nameservers of a domain name; (vi) transfer a domain name from another registrar to itself with proper authorization; (vii) query a domain name registration record, (viii) register a nameserver; (ix) update the IP addresses of a nameserver; (x) delete a nameserver; (xi) query a nameserver; (xii) redeem a domain name; and (xiii) establish and end an authenticated session.

Notwithstanding any other provisions in this Agreement, except with the advanced written consent of Registry Operator, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use thereof by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized

purpose, or (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose.

**2.6 Engineering and Customer Service Support.** Engineering and other technical support will be provided by RSP under the terms set forth by RSP. Registry Operator, RSP or Registry Operator's designate will provide reasonable telephone, web based and e-mail customer service support to Registrar, not Registered Name Holder or prospective customers of Registrar, for issues solely relating to the Registry System and its operation, under terms set forth by Registry Operator from time to time.

**2.7 ICANN Requirements.** Registry Operator's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements, specifications, temporary policies and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

**2.8 Handling of Personal Data.** Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator, via Registry Service Provider, by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator and Registry Service Provider shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator and Registry Service Provider shall not use or authorize the use of Personal Data for marketing purposes or in a way that is incompatible with the notice provided to registrars. Personal Data submitted to Registry Operator by Registrar under this Agreement will be collected and used by Registry Operator for the purposes of providing Registry Services as defined in ICANN's Registry Agreements (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS") and to protect the security and stability of the Registry Services and Systems. Notwithstanding the above, Registry Operator may from time to time use the demographic data collected for internal statistical analysis, provided that this analysis will not disclose individual Personal Data and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use. Except as set forth herein, Registry Operator will not share, sell, rent or otherwise disclose such Personal Data to any third parties, other than Registry Service Provider, ICANN and ICANN's authorized agents, without Registrar's prior written consent, which shall not be unreasonably withheld.

**2.9 Compliance Actions.** Registry Operator acknowledges that all ICANN-accredited registrars must enter into a registrar accreditation agreement ("RAA") with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or

termination of a registrar's accreditation or suspension of a registrar's ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry Operator to take specific actions consistent with ICANN's authority under the terms of the RAA to: (i) suspend or terminate a registrar's ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN.

**2.10 IDNs.** Registry Operator may offer registration of IDNs at the second and lower levels.

**2.11 Dispute Resolution Mechanisms.** Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time (i) the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and (ii) the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN. Registry Operator agrees to (i) implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4 of the Agreement) following a determination by any PDDRP or RRDRP panel and to be bound by any such determination; and (ii) the Uniform Rapid Suspension system ("URS") adopted by ICANN, including the implementation of determinations issued by URS examiners.

**2.12 Rights Protection Mechanisms.** Registry Operator shall comply with the Trademark Clearinghouse Rights Protection Mechanism Requirements or any successor mechanism as approved by ICANN. Registry Operator will maintain and provide Registrar with a reserved list of unavailable domain. The reserved list of unavailable domain names may be updated from time to time by Registry Operator. Registry Operator, in cooperation with the Registry Service Provider, may develop a separate policy, outside the scope of this Agreement, to address the ability of the Registry Operator, via the Registry Service Provider, to compile and maintain a complete list of all unavailable domain names for Registrars.

**2.13 Trademark License.** Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to state that it is accredited by Registry Operator as a registrar for the Registry TLD and to use symbols, icons and other marks provided by Registry Operator under terms and conditions provided by Registry Operator. This license may not be assigned or sublicensed by Registrar.

**2.14 Marketing Materials.** From time to time Registry Operator will provide marketing materials and collateral to Registrar. Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use and reproduce the marketing materials and collateral. Registrar shall use such materials and collateral in compliance with any usage guidelines provided by Registry Operator.

### **3. OBLIGATIONS OF REGISTRAR**

**3.1 Accredited Registrar.** During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD. Registrar shall, consistent with ICANN policy, provide to Registered Name Holders emergency contact or 24/7 support information for critical situations such as domain name hijacking. Registrar shall complete the Trademark Clearinghouse integration testing and compliance with any other Trademark Clearinghouse requirements and processes prior to enabling any Registry TLDs.

**3.2 Prohibited Domain Name Registrations and Access to Registry System.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar shall comply with applicable statutes and regulations limiting the domain names that may be registered. Registrar shall not represent to anyone that Registrar enjoys access to any of the Registry Operator's Registry System that is superior to that of any other registrar accredited for the Registry TLD.

**3.3 Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions or transfers to the Registrar of Registered Names.

**3.4 Registrar's Registrant Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement (the "Registrar-Registrant Agreement") with the Registered Name Holder which includes the ability for Registrar to amend the Registrar-Registrant Agreement from time to time. Registrar shall provide a copy of the Registrar-Registrant Agreement to Registry Operator upon request for same by Registry Operator. Registrar shall include in the Registrar-Registrant Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until ICANN adopts an alternative Consensus Policy, specification and/or temporary policy with respect to the resolution of disputes concerning Registered Names, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy ("UDRP") identified on ICANN's website, as may be modified from time to time. Registrar shall also comply with the Uniform Rapid Suspension ("URS") procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by a Registry

Operator for which Registrar is providing Registrar Services. Registrar shall employ in its domain name registration business all applicable policies and procedures required by ICANN regarding operation of .career, including the Inter-Registrar Transfer Policy, as may be amended by ICANN from time to time.

In the Registrar-Registrant Agreement, Registrar shall require Registered Name Holders to:

(a) agree to the .career Registry-Registrant Agreement, as posted at Registry Operator's website and as amended from time to time at the sole discretion of Registry Operator;

(b) acknowledge and agree that Registry Operator reserves the right, in its unlimited and sole discretion, to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, including placing any domain name(s) on registry lock, hold or similar status, without any notice thereto: (1) in the event of non-compliance by the Registered Name Holder with any provision of the Registrar-Registrant Agreement, the .career Registry-Registrant Agreement, specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (2) to correct any mistakes made by Registry Operator, Registrar or any third party in connection with a domain name registration, or (3) for the non-payment of any fees due to Registry Operator;

(c) consent to the collection and use of Personal Data; and

(d) indemnify, defend and hold harmless RSP, Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The Registrar-Registrant Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registrar-Registrant Agreement.

**3.5 Malware.** Registrar shall further include in the Registrar-Registrant Agreement a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name. Registrar shall not enable, contribute or willingly aid any third party in such prohibitions. Registrar shall provide Registrant with a description of potential consequences for such activities, including suspension of the domain name.

If ICANN requires, Registrar acknowledges and agrees that Registry Operator or RSP may perform scans or other views of websites in Registry TLD for the purpose of detecting malware, or as necessary to protect the integrity, security or stability of the Registry System (“Malware Scans”). Registrar shall further include in the Registrar-Registrant Agreement provision(s) obligating Registered Name Holders to: (a) grant Registry Operator and RSP all necessary licenses and consents to permit Registry Operator and/or RSP or its agent(s) to: (i) perform, in Registry Operator or RSP’s unlimited and sole discretion, Malware Scans; (ii) collect, store, and process data gathered as a result of such Malware Scans; (iii) disclose the results of such Malware Scan (including all data therefrom) to Registry Operator and/or ICANN; and (iv) use the results of such Malware Scan (including all data therefrom) in connection with: (x) protecting the integrity, security or stability of the Registry System; and (y) providing reports and benchmarks based on aggregated data so long as the reports do not identify the TLD; (b) acknowledge that the results of any Malware Scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of Registrar or Registered Name Holder; (c) disclaim any and all warranties, representations or covenants that such Malware Scan will detect any and all malware or that Registry Operator or RSP is responsible for notifying Registrar or any Registered Name Holder of any malware or cleaning of any malware from any system or website; (d) indemnify, defend and hold harmless Registry Operator and RSP 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, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any malware, clean any malware, or the use of any data from Malware Scans; and (e) prohibit the entrance into any settlement or compromise of any such indemnifiable claim (as set forth in (d) above) without the Registry Operator and RSP’s prior written consent. Registry Operator may grant Registrar the ability to opt-out of Malware Scans upon written request.

**3.6 Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in the Registrar-Registrant Agreement the obligation for each Registered Name Holder to comply with each of the following requirements:

- (a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
- (b) operational standards, policies, procedures, and practices (such as, for example, start up, initial operations, sunrise, premium names, etc.) for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars (“Operational Requirements”), including affiliates of Registry Operator, and consistent with the Registry Agreement with ICANN, as applicable, upon Registry



Operator's notification to Registrar of the establishment of those terms and conditions; and

(c) any and all applicable national, state or local law, regulation or court order in relation to operations and registrations in the Registry TLD.

**3.7 Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by specifications of the Registry System that are made available to Registrar from time to time. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Operator in a timely manner. Registrar hereby grants Registry Operator a non-exclusive, royalty-free, non-transferable, worldwide limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in or permitted by Registry Operator's operation of the Registry TLD. Neither Registrar nor Registry Operator may claim intellectual property rights to such data inconsistent with the terms of the Registry Agreement. In any event, Registrar disclaims all rights to exclusive ownership or use of any such data.

**3.8 Security.** Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended access to or disclosure of information. Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

Each EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every EPP client connection with the Registry System using both an X.509 server certificate issued by a commercial Certification Authority and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four (4) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Operator (or RSP) in its sole discretion may choose to modify

<authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP poll event (i.e., EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Registry Operator or RSP. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days. In addition, Registrar may not employ any mechanism for complying with a Registrant's request to obtain the applicable "AuthInfo Code" that is more restrictive than the mechanisms used for changing any aspect of the Registrant's contact or name server information. Registrar must not refuse to release an "AuthInfo Code" to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

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

**3.10 Time.** In the event of any dispute concerning the time of the entry of a domain name registration into the registry database, the time shown in the Registry Operator's (or RSP's) records shall control.

**3.11 Change in Registrar Sponsoring Domain Name.** When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with ICANN's Inter-Registrar Transfer Policy, as revised from time to time by ICANN.

**3.12 Registration Term.** Upon request for a domain name registration, Registrar shall immediately register with the Registry Operator the full length of the registration term of each Registered Name. Neither Registrar nor any affiliated company shall accept a multi-year registration or renewal of a Registered Name but then fail to register the Registered Name for the full term for which the Registered Name Holder has paid. Registration terms will be for a fixed period.

**3.14 Cooperation.** Registrar shall cooperate with Registry Operator and share data as set forth in this Agreement. In the event of any inquiry or dispute for any reason involving a domain name registered by Registrar in the Registry TLD, Registrar shall provide all reasonable assistance to Registry Operator and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute.

**3.15 Domain Name Lookup Capability.** Registrar shall employ in its domain name registration business Registry Operator's (or RSP's) registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration. If required by ICANN, Registrar also agrees, at its expense, to provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for the Registry TLD. The data accessible shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy or the Registrar Accreditation Agreement between Registrar and ICANN.

**3.16 Registrar's Resellers.** Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry TLD. Registrar shall expressly and contractually bind its resellers to all obligations of Registrar under this Agreement. Without prejudice, Registrar will in any event remain fully responsible for the compliance of all obligations under this Agreement.

**3.17 Rights Protection Mechanisms.** Registrar shall comply with the Trademark Clearinghouse Rights Protection Mechanism Requirements or any successor document related to the same as approved and published by ICANN.

## **4. FEES**

**4.1 Amount of Registry Operator Fees.** Registrar shall pay Registry Operator the non-refundable fees set forth in Exhibit A for initial and renewal registrations and other incidental and ancillary services provided by Registry Operator (collectively, "Registration Fees"). Registry Operator reserves the right to adjust the Registration Fees as permitted under the Registry Agreement, provided that any price increase shall be made only upon prior notice to Registrar (by e-mail, hand, by registered mail, or by courier or express delivery service) as set forth in the Registry Agreement.

Registrar shall include language in the Registrar-Registrant Agreement to the effect that Registrants expressly acknowledge and agree that (i) domain names in the Registry TLD may be variably priced, for example, some reserved list (premium) domains may have different pricing than standard domain names; (ii) domain names in the Registry TLD may further have non-uniform renewal registration pricing such that the Registration Fees for a domain name renewal may differ from other domain names in the Registry TLD; and (iii) domain names

in the Registry TLD may have higher renewal pricing than the renewal pricing set forth at the time of initial registration of such domain name.

The Registration Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based upon the net income of Registry Operator) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such Registration Fees. All payments due to Registry Operator shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Registry Operator receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

**4.2 Payment of Registry Operator Fees.** Registry Operator or RSP may require Registrar to maintain a minimum balance against which payment of Registration Fees is debited. In the event such a balance is required, a Registrar's credit limit is based on a payment security comprised of an irrevocable Letter of Credit, Cash Deposit or combination thereof maintained at Registry Operator's direction. As domain names are registered, the Registrar's account is reduced. Invoices may be issued monthly. The Registrar must pay this invoice upon receipt in order to ensure timely processing of future domain name registrations. In the event that payment for Registered Name fees (e.g., initial and renewal registrations as set forth in Exhibit A) is made via RSP, Registrar will comply with RSP's payment requirements (including a minimum balance if required) and Registrar will comply with additional payment guidelines set forth by Registry Operator, from time to time, regarding such payments. If the Registrar should fail to pay the invoice within terms, fail to make payments as required by RSP, or if a minimum balance is required and not maintained, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until all invoices are paid in full, payments to the RSP are made in full, and the minimum balance is replenished or maintained, as applicable.

**4.3 Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy. For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar shall pay Registry Operator the renewal registration fee associated with a one-year extension, as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer. For a transfer approved by

ICANN under Part B of the Transfer Policy, Registrar shall pay Registry Operator US \$0 (for transfers of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names). Fees under this Section shall be due immediately upon receipt of Registry Operator's invoice.

**4.4 Non-Payment of Fees.** Registrar's timely payment of fees owed under this Section 4 is a material condition of Registry Operator's obligations under this Agreement. In the event payment of fees is not timely (i.e., is not made within five (5) days of when due), Registry Operator may do any or all of the following: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Section 9 of this Agreement; (iii)(iv) assess interest fees at the maximum amount allowed under law; and (v) pursue any other remedy under this Agreement or available under applicable law.

**4.5 Parity of ICANN Support Fees.** Registrar shall pay Registry Operator, within thirty (30) days of the date when due, any variable registry-level fees paid by Registry Operator to ICANN, which fees shall be secured by any balance maintained by Registrar in RSP's system. The fee will consist of two components; each component will be calculated by ICANN for each registrar: (a) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed the amount set forth in the Registry Agreement; (b) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved ICANN Budget.

## **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

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

- (a) The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
- (b) The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of

exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

- (c) The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
- (d) The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- (e) The Receiving Party shall not prepare any derivative works based on the Confidential Information.
- (f) Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure; or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

- (g) The Receiving Party acknowledges that the unauthorized disclosure or use of the Disclosing Party's Confidential Information or violation of the Disclosing Party's proprietary rights therein will cause immediate and irreparable harm to the Disclosing Party for which money damages cannot adequately compensate. Accordingly, notwithstanding any other provision of this Agreement, the Receiving Party acknowledges that in the event of any unauthorized disclosure or use of the Disclosing Party's Confidential Information or threat of same, or any other violation or threatened violation of the Disclosing Party's proprietary rights therein, the Disclosing Party will be entitled to seek injunctive relief from any court or tribunal with authority to grant such relief.
- (h) The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

**5.2 Intellectual Property.** Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, Registry Service Provider and/or their suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

Any tools provided hereunder and any tools, software (both in object code and source code from), documentation, technical information, databases, designs, algorithms, techniques, reports, drawings, charts, text or other information and works of authorship, and all ideas, inventions, discoveries, concepts, ideas, know-how, methods, processes, improvements and derivative, whether or not patentable or copyrightable, used or developed by Registry Operator and/or RSP to provide Registry Services shall be and remain the sole and exclusive property of Registry Operator and RSP which shall have and retain all intellectual property rights therein. Registrar will not, and shall not allow others to, reverse engineer or otherwise attempt to derive source code from Registry Operator or RSP tools or software accessed as part of the Registry Services.

## **6. INDEMNITIES AND LIMITATION OF LIABILITY**

**6.1 Indemnification.** Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its subcontractors, and the employees, members, shareholders, directors, officers, representatives, agents and affiliates of each of them (the "Indemnified Parties"), with respect to any claim, damage, liability, cost, expense, including Registry Operator's attorney's

fees, suit, action, or other proceeding brought against the Indemnified Parties: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including to Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. The Indemnified Parties shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, will provide to Registrar all information and assistance reasonably available and necessary for Registrar to defend such claim, provided that Registrar reimburses the Indemnified Parties for the actual and reasonable costs incurred in connection with providing such information and assistance. Registry Operator shall have the right to control the defense of Registry Operator to any claim or in litigation, through counsel of its choice, whose fees shall be subject to indemnification as provided herein. Registrar will not enter into any settlement or compromise of any such indemnity claim without the affected Indemnified Parties' prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Parties in connection with or arising from any such claim, suit, action or proceeding.

**6.2 Representation and Warranty.** Registrar represents and warrants that: (i) it is a legal entity validly existing and in good standing under the laws of the jurisdiction in which it has its primary place of business; (ii) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (iv) 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, and (v) it is, and during the term of this Agreement will continue to be, an ICANN-accredited registrar. Registry Operator represents and warrants that: (i) it is a legal entity validly existing and in good standing under the laws of the State of Delaware; (ii) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

**6.3 Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS



AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF BOTH PARTIES AND THEIR SUBCONTRACTORS EXCEED THE GREATER OF (i) THE TOTAL AMOUNT PAID OR PAYABLE TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) \$100,000 USD.

**6.4 Disclaimer of Warranties.** THE EPP, APIs, SOFTWARE, REGISTRY SYSTEM AND ALL OTHER ITEMS PROVIDED BY REGISTRY OPERATOR, RSP OR ITS SUBCONTRACTORS HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR AND RSP EXPRESSLY DISCLAIM 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 AND RSP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APIs, EPP, SOFTWARE AND REGISTRY SYSTEM WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE, APIs, EPP AND THE REGISTRY SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE, APIs, EPP AND THE REGISTRY SYSTEM WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR AND RSP DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SOFTWARE, APIs, EPP, THE REGISTRY SYSTEM OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE SOFTWARE, APIs, EPP OR THE REGISTRY SYSTEM PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

## **7. INSURANCE.**

Registrar shall acquire, prior to the Effective Date, at least US \$1,000,000 in comprehensive general liability insurance from a reputable insurance provider with an A.M. Best rating of "A" or better naming Registry Operator as an additional insured and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a certificate of insurance to Registry Operator upon Registry Operator's reasonable request.

**8. CHOICE OF LAW; VENUE.** This Agreement is to be exclusively construed in accordance with and governed by the internal laws of the State of Ohio, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal

laws of the State of Ohio to the rights and duties of the Parties. Any legal action relating to this Agreement shall exclusively be brought in any state or federal court of competent jurisdiction within Cuyahoga County, Ohio. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of such Cuyahoga County Courts in connection with any such legal proceeding.

## **9. TERM AND TERMINATION**

**9.1 Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is sixty (60) months after the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided here, Registrar elects not to renew, or Registry Operator ceases to operate the registry for the Registry TLD. In the event that revisions to Registry Operator's Registry-Registrar Agreement are approved or adopted by ICANN, Registrar shall have thirty (30) days from the date of notice of any such revision to review, comment on, and execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within such thirty (30) days period, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period of the date of the notice, Registrar shall be deemed to have executed such amendments as of the thirty-first (31<sup>st</sup>) day after the date of the notice.

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

- (a) **Termination For Cause.** In the event that either party materially breaches any of its material obligations under this Agreement and such breach is not cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.
- (b) **Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving Registry Operator advanced written thirty days' notice of termination.
- (c) **Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate immediately upon Registrar's accreditation by ICANN being terminated or expiring without renewal.

- (d) Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that the Registry Agreement is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Section 10.
- (e) 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.

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

- (a) Registry Operator will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for all Registration Fees are current and timely.
- (b) Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.
- (c) All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.
- (d) In the event of termination, Registry Operator reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.
- (e) All fees owing to Registry Operator shall become immediately due and payable, and Registry Operator shall have the right to draw down the amount of such fees from any minimum balance maintained by Registrar.

**9.4 Termination for Non-Payment of Fees.** Notwithstanding the provisions of Section 9.3 above, in the event that this Agreement is terminated because of Registrar's non-payment of fees, Registry shall have the first right, but not the

obligation, to transfer the sponsorship of Registered Name registrations to a wholly owned subsidiary of Registry, accredited by ICANN as a registrar.

**9.5 Survival.** In the event of termination of this Agreement, the following shall survive: Subsections 3.2, 3.5, 3.7, 3.15, Sections 4, 5, 6 and 8, Subsection 9.3 and subsections thereof, Subsections 9.4, 10.2, 10.7, 10.12 and 10.13. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, but each Party shall be liable for any damage arising from any breach by it of this Agreement.

## **10. MISCELLANEOUS**

### **10.1 Assignments.**

- (a) Assignment in Connection with Assignment of Agreement with ICANN. In the event that the Registry Agreement 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.
- (b) Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Registrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of Registry Operator which consent shall not be unreasonably withheld. Registry Operator may assign its rights or obligations under this Agreement to an affiliate without the consent of Registrar.

**10.2 Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such party below, unless such party has given a notice of a change of address or individual representation in writing:

If to Registrar:

If to Registry Operator, addressed to:

DotCareer LLC  
3029 Prospect Road  
Cleveland, OH 44115  
Phone: 216-426-1500  
Fax: 216-588-1558  
Attention: Thomas J. Embrescia, Chairman  
With a Required Copy to: Brian Johnson, General Counsel  
Email: as identified from time to time

**10.3 Third-Party Beneficiaries.** 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 expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

**10.4 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.

**10.5 Force Majeure.** Neither party shall be liable to the other for any failure to perform any obligation (other than payment obligations) or provide service hereunder resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, Acts of God, strikes, work stoppage, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

**10.6 Amendments.** Except as authorized elsewhere in this Agreement, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

**10.7 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.

**10.8 Entire Agreement.** This Agreement (including its exhibits and documents provided by Registry Operator from time to time) 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.

**10.9 Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**10.10 Dates and Times.** Except as specifically set forth elsewhere in this Agreement, all dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Cleveland, Ohio, USA.

**10.11 Language.** All notices, designations, and specifications made under this Agreement shall be in the English language.

**10.12 Audit.** Registry Operator may, from time to time, audit the activities of Registrar in connection with this Agreement, and Registrar will cooperate with Registry Operator in connection with any such audit, including by providing access to Registrar facilities and resources, as requested. The cost and expense of such audit shall be paid by Registry Operator unless the audit reveals a material discrepancy with the terms of this Agreement or an underpayment of any fees, in which case the Registrar shall pay the costs of such audit.

**10.13 Headings.** The headings contained in this Agreement are for convenience only, and are not to be construed to affect the substance of the parties' agreement.

**10.14 Counterparts.** All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile, electronic or scanned copy of a signature of a party hereto shall have the same effect and validity as an original signature.

**10.15 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.

**10.16 Attorney's 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 attorney's fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

**10.17 Construction.** Any rule of construction stating that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

**10.18 Service Levels.** The service levels as set forth in the Registry Agreement, and which pertain to Registry Operator's obligations under this Agreement, are incorporated herein as if attached hereto. Registry Operator shall use commercially reasonable efforts to meet such service levels. The remedies set forth in the Registry Agreement regarding such service levels shall be the sole and exclusive remedies available to Registrar for the failure to meet such service levels.

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

DotCareer LLC

By:\_\_\_\_\_

Name:

Title:

[Registrar]

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_



## **Exhibit A REGISTRY OPERATOR FEES**

### **1. Domain-Name Initial Registration Fee**

Sunrise:

Registrar will pay US \$249.00 fee (including a US \$0.75 ICANN fee) per annual increment of an initial Sunrise (“trademark”) domain name registration, or such other amount as may be established in accordance with the terms of this Agreement.

General Availability:

Registrar will pay US \$74.00\_\_\_\_\_ fee (including a US \$0.25 ICANN fee) per annual increment of an initial non-premium domain name registration, or such other amount as may be established in accordance with the terms of this Agreement.

Premium (for example, reserved list domains) names as determined by the Registry Operator in its discretion will be at pricing set by the Registry Operator (including a US \$0.25 ICANN fee) per annual increment, or such other amount as may be established in accordance with the terms of this Agreement.

### **2. Domain-Name Renewal Fee**

Registrar will pay US \$74.00 fee (including a US \$0.25 ICANN fee) per annual increment of a non-premium domain name registration renewal, or such other amount as may be established in accordance with the terms of this Agreement.

Premium name renewals will be at pricing set by the Registry Operator (including a US \$0.25 ICANN fee) per annual increment, or such other amount as may be established in accordance with the terms of this Agreement.

Registrar shall accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed. Registrar shall not renew a domain name to a URS Complainant who prevailed for longer than one year, if allowed under the Registry TLD maximum validity period.

### **3. Fee Discounts**

From time to time Registry Operator may offer discounted fees for fixed amounts of time. Registry Operator may also offer multi-year registration/renewal discounts for fixed amounts of time.

#### **4. Domain Name Transfers**

Registrar will pay US \$0.00 fee per domain name that is transferred to Registrar from another ICANN-Accredited Registrar, or such other amount as may be established in accordance with the terms of this Agreement. Where the sponsorship of a domain name is transferred from an ICANN-Accredited Registrar to another ICANN-Accredited Registrar, other than an ICANN approved bulk transfer, Registry Operator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator may charge a Renewal Fee for the requested extension as provided above. The transfer shall result in an extension according to the renewal request, subject to a ten (10) year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

#### **5. EPP Update to Restore a Name**

Registrar agrees to pay US \$40.00 per use of the EPP Update command to restore a domain name, or such other amount as may be established in accordance with the terms of this Agreement. Registry Operator may charge registrars the following maximum price for each Registered Name that is restored pursuant to the Redemption Grace Period Policy set forth in the Registry Agreement.

- The cost of restoring an unintentionally deleted domain name in the Redemption Grace Period must not exceed US \$40.00 per domain name.
- Registry Operator will waive the fee for restoring any Registered Name that was deleted, contrary to the wishes of the Registered Name Holder, as the result of a mistake of the Registry Operator.

Note: the fee for restoring deleted names is separate from, and in addition to, any Renewal Fees that may be charged as set forth above.

#### **5. Add Grace Period Threshold**

Registrar agrees to ICANN's AGP (Add Grace Period) Limits Policy, which details amounts, thresholds, limitations, qualifications, and exemptions related to a Registrar's domain name deletions and refunds during the AGP. No refunds or credits will be issued to Registrars for deletions within the AGP related to the Sunrise or Landrush Periods.

During any given month, Registry Operator shall not offer any refund to an ICANN-accredited registrar for any domain names deleted during the AGP that exceed (i) 10% of that Registrar's net new registrations (calculated as the total number of net adds of one-year through ten (10) year registrations as defined in the monthly reporting requirement of Registry Agreement) in that month, or (ii) fifty (50) domain names, whichever is greater, unless an exemption has been granted by an Operator.

A Registrar may seek an exemption from Registry Operator from the application of such restrictions in a specific month, upon the documented showing of extraordinary circumstances. For any Registrar requesting such an exemption, the Registrar must confirm in writing to the Registry Operator how, at the time the names were deleted, these extraordinary circumstances were not known, reasonably could not have been known, and were outside the Registrar's control. Acceptance of any exemption will be at the sole and reasonable discretion of the Registry Operator, however "extraordinary circumstances" which reoccur regularly for the same Registrar will not be deemed extraordinary.

In addition to all other reporting requirements to ICANN, each Registry Operator shall identify each Registrar that has sought an exemption, along with a brief descriptive identification of the type of extraordinary circumstance and the action, approval or denial that was taken by the Registry Operator.

## **6. Sync**

### Sunrise

Registrar agrees to pay US \$20.00 per month of the sync, for each use of the Supported Protocol Sync command, or such other amount as may be established in accordance with the terms of this Agreement.

### General Availability

Registrar agrees to pay US \$6.00 per month of the sync, for each use of the Supported Protocol Sync command, or such other amount as may be established in accordance with the terms of this Agreement.