Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement") is between DotStrategy, Co., an Arkansas corporation, with its principal place of business located at 1920 Centennial Club Dr., Conway, AR 72034 ("Registry Operator"), and _____
[Registrar's Name], a _____ [jurisdiction and type of organization], with its principal place of business located at

_____
[Registrar's location] ("Registrar").

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .buzz top-level domain;

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

WHEREAS, Registrar wishes to act as a registrar for domain names within the .buzz top-level domain.

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

1.3. "Days" or "days" shall mean calendar days unless otherwise specified.

1.4. "DNS" means the Internet domain name system.

1.5. The "Effective Date" shall be the date on which this Agreement is first executed by both parties.

1.6. "EPP" means the extensible provisioning protocol, which is the protocol used by the Registry System.

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

1.8. "IP" means Internet Protocol.

1.9. "Licensed Product" means the intellectual property required to access the Supported Protocol, and to the APIs, and software as well as the Registry Operator's name and logo.

1.10. "OTE" means Operational Test and Evaluation system.

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

1.12. "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.

1.13. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which Registry Operator or an affiliate engaged in providing Registry Services 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).

1.14. "Registered Name Holder" or "Registrant" means the holder of a Registered Name which can be a person or a company owning or otherwise controlling a Registered Name by virtue of a registration agreement with an ICANN Accredited Registrar. A Registered Name Holder is commonly referred to as a "registrant."

1.15. "Registrar" refers to a person or entity that contracts with Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry System.

1.16. "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN dated September 11, 2013 for the operation of the .buzz TLD, as the same may be amended from time to time.

1.17. "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.

1.18. "Registry TLD" means the .buzz TLD.

1.19. "Registry Operations" will be performed by Registry Service Provider who will have primary responsibility for operating and managing the Registry Services for the Registry Operator in compliance with the ICANN Registry Agreement for the TLD

1.20. "Registry Service Provider" refers to Neustar, Inc.

1.21. "Registry Services" Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of Registry TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry Operator for the Registry TLD registry as of the effective date of the Registry Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy, Specification and/or Temporary Policy (as defined in the Registry Agreement); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.22. "Registry System" means the registry system for Registered Names in the Registry TLD.

1.23. "Registry Tool Kit" shall mean the Tool Kit set forth in Exhibit A.

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

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

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

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. Access to Registry System. Throughout the term 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 System, according to its arrangements with Registry Service Provider and ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and Registry Service Provider and/or Registry Operator and ICANN. . Registry Operator 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 requirements authorized by ICANN, Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System for the Registry TLD during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. Provision of Tool Kit; License.

2.3.1. Registry Tool Kit. No later than three (3) business days after the Effective Date, Registry Operator shall make available to Registrar a copy (or hyperlink to a copy which can be downloaded) of the Registry Tool Kit, which shall provide sufficient technical specifications to allow Registrar to develop its system to interface with the Registry System and employ its features that are available to Registrars to register second-level domain names through the Registry System for the Registry TLD. If Registry elects to modify or upgrade the APIs and/or supported Protocol, Registry shall provide ninety (90) days prior written notice and updated API's to the Supported protocol with documentation and updates Software to Registrar promptly as such updates become available.

2.3.2. License.

2.3.2.1. Term. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, royalty-free, nontransferable, worldwide limited license to use for the term and purposes of this Agreement the Licensed Product, and any

reference client software included in the Registry Tool Kit, 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 the data elements consisting of the Registered Name, the IP addresses of nameservers, the identity of the registering registrar, and other data required or permitted by technical specification of the Registry System as made available to Registrar by Registry Operator, on behalf of its Registered Name Holders, from time to time, for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by Registry's Registry Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time. Registrar, using the Licensed Product, as well as its updates and redesigns, will be able to invoke the following operations on the System: (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.

2.3.2.2. <u>Limitations on Use</u>. Notwithstanding any other provisions in this Agreement, except with the written consent of Registry Operator, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product 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, (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. Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

2.3.2.3. <u>Registry Operator's Name and Logo</u>. Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the term of this Agreement to use Registry Operator's name and logo, in accordance with Registry Operator's Style Guidelines provided to Registrar by Registry Operator, to identify itself as an accredited registrar for Registry TLD. This license may not be assigned or sublicense by Registrar to any third party.

2.4. Changes to System. Registry Operator may from time to time make modifications to the Licensed Product, or other software licensed hereunder that will revise or augment the features

of the Registry System. Registry Operator will provide Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the Supported Protocols, Licensed Product, or software licensed hereunder.

2.5. Engineering and Customer Service Support. Registry Operator agrees to provide Registrar with reasonable engineering and technical telephone support on a 7-day/24-hour/365 basis to address engineering issues arising in connection with Registrar's use of the System, as set forth in Exhibit B. During the term of this Agreement, Registry Operator will provide reasonable telephone, web-based and e-mail customer service support exclusively to Registrar for non-technical issues solely relating to the System and its operation. Registry Operator will provide Registrar with a telephone number and e-mail address for such support during implementation of the Supported Protocol, APIs and Software. First-level telephone support will be available on a 7-day/24-hourx365 basis. The Customer Service Support obligations in this Section do not extend to Registered Name Holders, Resellers or prospective customers of Registrar or Reseller; customer service and support to Registered Name Holders, Resellers and prospective customers of Registrar are the exclusive obligation of Registrar.

2.6. 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 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.

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

2.8. ICANN Requirements. Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements, Consensus Policies, Specifications and/or Temporary Policies, as approved by ICANN, through the processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

2.9. New Registry Services. Registry Operator shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.4 above.

2.10. 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.

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

2.12. 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 4.3(e) 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.

2.13. Abuse Contact. Registry Operator shall publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct in the TLD.

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

Registry Operator will comply with the requirements set forth in the Registry Agreement with ICANN. Registry Operator will maintain and provide Registrar with a URL to the reserved list of unavailable domain names (which will only include domain names that are not available to be registered at the discretion of Registry Operator and/or ICANN as set forth in the Registry Agreement for each Registry TLD), via FTP or SFTP download. The reserved list of unavailable domain names will be updated within twenty-four (24) hours in the event of any change and will be available for Registrar's to download, as frequently and necessary as they deem appropriate. 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 to download daily, via FTP or SFTP.

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, under an executed RAA, dated after May 13, 2013 or any amendment to the RAA or any succeeding ICANN RAA to which Registrar is bound and any applicable Consensus Policies, Specifications and/or Temporary Policies, approved by ICANN. In addition, 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. Registrar Responsibility for Customer Support. Registrar is responsible and shall provide customer support for all Registrars' Registered Name Holders in the Registry TLD. In providing Customer Support, Registrar shall provide support to accept (i) orders for registration, cancellation, modification, renewal, redemptions or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Registrar shall, at a minimum in compliance with ICANN policies and requirements, provide to Registered Name Holders emergency abuse and transfer emergency contacts for support information for critical situations such as abuse (i.e., domain name hijacking, spamming, phishing, pharming, etc.)

3.3. Registrar's Registration Agreement and Domain Name Dispute Policy. 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 with the Registered Name Holder, which Registrar may from time to time amend those forms of registration agreement or add

alternative forms of registration agreement, a copy of the current version of the registration agreement, or a link thereto, is attached as Exhibit C, provided a copy of the amended or alternative registration agreement, or a link thereto, is furnished to the Registry Operator. Registry Operator may access the current version of the registration agreement at the link provided, or Registrar will provide an updated link in the event the URL changes. The current form of Registrar's registration agreement is attached as Exhibit C (which may contain multiple alternative forms of the registration agreement). 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.

In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp shown in the Registry System records shall prevail.

In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to: (a) acknowledge and agree that Registry 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 or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.

Registrar shall require Registered Name to comply with Registry's Acceptable Use policies and Terms of Service, if any, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

Registrar shall be required to obtain the consent of each registrant in the Registry TLD for such collection and use of Personal Data.

Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including all provisions required under Registrar's ICANN RAA.

During the Term of 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, approved by ICANN, 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 (www.icann.org/general/consensus-policies.htm), 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 include in their Registration Agreements 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.

3.4. Registrar's Reseller and/or Registration Agreement and Indemnification. In its reseller and/or registration agreement with each Reseller and/or Registered Name Holder, Registrar shall require such Reseller and/or Registered Name Holder to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. 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 technical specifications of the Registry System that are made available to Registrar from time to time. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy ("UDRP") identified on ICANN's website (http://www.icann.org/en/resources/registrars/consensus-policies), 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.

3.6. Security. Registrar agrees to develop and employ in its domain name registration business all reasonable technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (1) 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 (2) 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 System using both a certificate issued by a commercial Certification Authority, which shall include any current commercial Certification Authority of Registrar's choice, and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to use commercial reasonable efforts notify Registry within four (4) hours, but in no event more than twenty four (24) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way In addition, Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure.

3.7. Resolution of Technical Problems or Breach of Agreement. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning Registrar's use of the Supported Protocol, the APIs and the systems of the Registry Operator in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator. Except in the event of an emergency, Registry Operator will provide advance notice via email and phone call to Registrar technical contact prior to any temporary suspension or restriction.

3.8. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

3.9. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Inter-Registrar Transfer Policy, as may be amended from time to time by ICANN (the "Transfer Policy").

3.10. Compliance with Terms and Conditions and Operational Compliance. Registrar shall comply with, and 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 requirements:

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

3.10.2. Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as 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 ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit D. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days notice by Registry Operator to Registrar.

3.11. 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 applicable statutes and regulations limiting the domain names that may be registered.

3.12. Authorization Codes. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Operator 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 compliant mechanisms. (i.e., EPP<poll> or EPP<domain:Info>). Registry Operator will notify Registrar of modifications made by the Registry Operator to the Registrar's domain name registrations, via email or other method as may be mutually agreed upon by the Parties, within twenty four (24) hours of any change. Documentation of these mechanisms shall be made available to Registrar by Registry Operator. 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.

3.13. Cooperation. Registrar agrees to 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.

3.14. Records. During the Term of this Agreement, Registrar shall store and maintain records related to Registered Names of the Registry TLD in accordance with this Agreement, and with the Registrar's RAA with ICANN.

3.15. Domain Name Lookup Capability. Registrar agrees to employ in its domain name registration business Registry'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 the RAA, an ICANN adopted Consensus Policy, Specification and/or Temporary Policy, approved by ICANN, between Registrar and ICANN.

3.16. Compliance with Marketing and Branding Guidelines. Registrar shall comply with Registry Operator's marketing and branding guidelines for the Registry TLD, as may be established by Registry and communicated to Registrar from time to time.

3.17. Registrar's Resellers. Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry TLD. Registrar agrees to 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.

3.18. Abuse Contact. Registrar shall publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct related to the Registry TLD.

3.19. 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.

4.1.1. Registrar agrees to pay Registry Operator the non-refundable fees set forth in Exhibit E for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Registration Fees"). Registry Operator reserves the right to increase the Fees prospectively upon six (6) months prior notice to Registrar

4.1.2. In addition, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Section 6.3 of the Registry Agreement by no later thirty (30) days after the date of an invoice from Registry Operator for such fees.

4.2. Payment of Registry Operator Fees. In advance of incurring Fees, Registrar shall establish a Deposit Account, Credit Facility, or Payment Security accepted by Registry Operator, which acceptance will not be unreasonably withheld so long as payment is assured. In the case of a Deposit Account. All Fees are due immediately upon receipt and, in the case of a Credit Facility or Payment Security, fees will be billed in arrears, for applications for initial and renewal registrations, or upon provision of other services provided by Registry Operator to Registrar. Payment shall be made via debit or draw down of the Deposit Account, Credit Facility or Payment Security approved by Registry Operator. Registry Operator shall provide monthly invoices to the Registrar.

4.3. Fees Due / Non-Payment of Fees. In the case of a Deposit Account, all Registration and Renewal Fees are due immediately upon receipt of Registry Operator's monthly invoices and in the case of a Credit Facility or Payment Security, all fees will be due and payable in arrears, as invoiced. In order to satisfy any outstanding account balances, Registry Operator may draw upon the Registrar's Credit Facility or Payment Security. If this occurs, Registrar agrees to replenish Credit Facility or Payment Security to the pre-draw level immediately upon completion of draw. If Registrar's Credit Facility or Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Payment Security is replenished.

Timely payment of fees owing under this Section 4 is a material condition of performance under this Agreement. In the event Registrar has insufficient funds deposited with Registry Operator, and Registrar fails to pay its fees within thirty (30) days of receipt of a past due notice, Registry Operator may: (i) stop accepting new initial, renewal or transferred registrations from Registrar;

(ii) give written notice of termination of this Agreement pursuant to Section 8;and (iii) pursue any other remedy under this Agreement.

4.4. Taxes. All 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 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 shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such 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.

4.5. Credit Facility or Payment Security. The terms of the Credit Facility or Payment Security shall be determined by Registry Operator, in its sole discretion, in a separate policy provided to Registrar and may be amended from time to time with no less than thirty (30) days written notice to Registrar.

4.6. 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. (a) For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar agrees to pay Registry Operator the renewal registration fee associated with a one-year extension, as set in Exhibit E. The losing registrar's Registration Fees will not be refunded as a result of any such transfer. (b) For a transfer approved by ICANN under Part B of the Transfer Policy, Registrar agrees to 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's invoice pursuant to the Credit Facility or Payment Security.

4.7. Charges for ICANN Fees. Registrar agrees to pay to Registry, within thirty (30) days of the date when due, any variable registry-level fees paid by Registry to ICANN, which fees may be secured by the Payment Security, if applicable. 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 be required to disclose its Confidential Information to the other Party (the "Receiving Party"). Each Party's use and disclosure of the Confidential Information of the other Party shall be subject to the following terms and conditions:

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

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

5.1.3. The Receiving Party shall make no disclosures whatsoever of 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.

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

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

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed with the Disclosing Party's prior written approval; 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.

5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will 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 which is legally required.

5.1.8. The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

5.2 Intellectual Property.

5.2.1. Subject to Subsection 3.5, 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, Registrar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

5.2.3. Any tools provided hereunder and any tools, software (both in object code and source code from), documentation, technical information, databases, designs, algorithms, techniques, reports, drawings, charts, text or other information and works of authorship, and all ideas, inventions, discoveries, concepts, ideas, know-how, methods, processes, improvements and derivative, whether or not patentable or copyrightable, used or developed by Registry Operator and/or Registry Service Provider to provide the Services shall be and remain the sole and exclusive property of Registry Operator and Registry Service Provider which shall have and retain all Intellectual Property Rights therein.

5.2.4. Registrar will not, and shall not allow others to, reverse engineer or otherwise attempt to derive source code from Registry Operator or Registry Service Provider tools or software accessed as part of the Services.

5.2.5. Confidential Information excludes any information that the receiving Party can demonstrate: (a) at the time of disclosure, was in the public domain; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the Receiving Party; (c) was received from a third party who had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use of disclosure; (d) was independently developed by Receiving Party without reference to Confidential Information of the Disclosing Party; or (e) was required to be disclosed to satisfy legal requirement of a competent government body or a court of competent jurisdiction.

5.2.6. Neither Party shall use the trade names, trademarks, service marks, or the proprietary marks of the other Party in any advertising, sales presentation, news releases, advertising, or other promotion or marketing materials without such other Party's prior written consent, which shall not be unreasonably withheld; provided, however, that Registry Operator shall have the right without prior approval to identify Registrar as a customer of Registry Operator's services related to the Registry TLD. In addition, the Parties agree that it would be mutually beneficial to issue a joint press release regarding their relationship and shall work together to issue a mutually agreed upon press release within a reasonable time after the Effective Date**.**

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty (30) days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and Registry Service Provider and their employees, directors, officers, representatives, agents, affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or an affiliate of Registry Operator based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including 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; provided, however, that in any such case: (a) Registry Operator provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for its actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's 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 Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER 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 THE PARTY(IES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 5 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 6, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID TO REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) $100,000 USD.

7. DISPUTE RESOLUTION.

7.1. Dispute Resolution; Choice of Law; Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the laws of the State of Arkansas without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the State of Arkansas to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in a court located in the State of Arkansas.

Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each court of competent jurisdiction within the State of Arkansas in connection with any such legal proceeding.

8. TERM AND TERMINATION

8.1. 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 continue through and including the last day of the calendar month sixty (60) months from 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 herein, unless 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 approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within thirty (30) days after receiving notice of such amendment, 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, Registrar shall be deemed to have terminated this Agreement effective immediately.

8.2. Termination. This Agreement may be terminated as follows:

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

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

8.2.3. Termination upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate in the event Registrar's accreditation for the Registry TLD by ICANN, or its successors, is terminated or expires without renewal.

8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 9.1.1.

8.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against 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.

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

8.3.1. Registry Operator will 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 Fees are current and timely.

8.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established, or approved by ICANN.

8.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

8.3.4. All fees owing to Registry Operator shall become immediately due and payable.

8.4. Termination for Non-Payment of Fees. Notwithstanding the provisions of Section 8.3 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.

8.5. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.3.2, 2.6, 2.10, 3.4, 3.5, 3.14, 5.1, 5.2, 6.1, 6.2, 7.1, 8.3.3, 8.3.4, 8.4, 8.5, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, and 9.13 and (ii) the Registered Name Holder's indemnification obligation under Section 3; (ii) Registrar's obligations in connection with any license granted hereunder or any Registry confidential information received by Registrar and (iii) Registrar's payment obligations as set forth in Section 4 with respect to fees incurred during the term of this Agreement.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Assignment to Successor Registry Operator. In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

9.1.2. 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 RAA with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the RAA, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

9.1.3. Other Assignments. 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. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

9.2. 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 facsimile during business hours) to the address or facsimile number set forth beneath the name of such party below, unless Party has given a notice of a change of address in writing:

If to Registrar:
[Registrar]
[Address]
[City, State, Zip Code, Country]
Attn: [Contact Name]
[Email]
[Phone]

with additional copy to, if required:

[Registrar]
[Address]
[City, State, Zip Code, Country]
Attn: [Additional Contact Name if required]
[Email]
[Phone]

If to Registry Operator:
dotStrategy, Co.
1920 Centennial Club Dr.
Conway, AR 72034
Attn: Bill Doshier, President & CEO
Email: bill@dotstrategy.biz

9.3. Representations and Warranties.

9.3.1. Registrar. Registrar represents and warrants that: (i) it is a corporation or LLC, duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) it is, and during the term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to an RAA dated after May, 2013; (iv) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and (5) 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.

9.3.2. Registry Operator. Registry Operator represents and warrants that: (i) it is a Corporation duly incorporated, validly existing and in good standing under the laws of the State of Arkansas; (ii) it has all requisite corporate 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 Registry Operator in order for it to enter into and perform its obligations under this Agreement.

9.3.3. Disclaimer of Warranties. THE EPP, APIs, REGISTRY TOOLKIT, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs,

REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, AND REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

9.4. Insurance. During the Term of this Agreement, and any renewal Terms, Registrar shall have in place at least US $1,000,000 in comprehensive legal liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better. Registrar shall provide a certificate of insurance to Registry Operator upon Registry Operator's reasonable request.

9.5. Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including the Registry Service Provider, any Reseller and/or any Registered Name Holder, with any remedy, claim, and/or cause of action or privilege. 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.

9.6. 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.

9.7. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, any Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), earthquake, fire, lightning, explosion, flood, subsidence, weather of exceptional severity or other natural disasters, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. 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

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(6) months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

9.8. Amendments in Writing. Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties. Any new services approved and/or mandated by ICANN and purchased by Registrar will be subject to such terms and conditions as may be established by Registry Operator through an appendix to this Agreement or such other agreement executed by Registrar and Registry Operator.

9.9. Delays or Omissions; 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.

9.10. 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).

9.11. Construction. 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.

9.12. Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

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

9.14. 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 date set forth in the first paragraph hereof.

dotStrategy, Co.	Registrar
By:	By:
Name:	Name:
Title:	Title:

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Exhibit A
Registrar Tool Kits

The Registry Tool Kit will be made available to Registry, via URL, by Registry Operator.
Registry Tool Kits may include, but not limited to, the following:

- Reference client implementations:
  o Java
  o Language bindings
  o Interface Definition Language (IDL)
- Interface definition:
  o ABNF
  o XML schema
- Registry Operational Profile (Registry Operator extensions)
- Authentication and Encryption guidelines
- EPP "feature freeze" drafts
- EPP test plan and coverage matrix
- Java, API documentation

Exhibit B
Engineering and Customer Service Support

During the Term of this Agreement, Registry Operator shall provide reasonable telephone customer support to Registrar; not Registered Name Holders, Resellers or prospective customers of Registrar or Resellers, for non-technical support issues only. The Registry Operator, via the Registry Service Provider, shall provide reasonable telephone and electronic customer support to Registrar, not Registered name Holders, Resellers or prospective customers of Registrar or Resellers for technical issues only solely relating to the Registry System and its operation. The Registry Operator will provide the Registrar with a telephone number and e-mail address for technical and non-technical support on its website. Registry Operator will provide Registrar with non-technical support Monday through Friday, 9:00am to 5:00pm U.S. Central Time.

The Registry Operator shall provide a clear, concise and efficient delineation of customer support responsibilities. Registrars provide support to registrants, resellers or prospective customers and registries only provide support to registrars. This allows the Registry Operator, to focus its support on the issues that arise between the Registry Operator and the Registrar.

Technical Help Systems

Registry Operator, via its Registry Service Provider, will provide the registrars with the following types of technical support related to the Registry Services:

- Web-based self-help services, including:
    - Frequently asked questions
    - Downloads of EPP client software
    - Support for email messaging
- Telephone support from our central help desk
- Fee-based consulting services.

Web Portal

Registry Operator, via the Registry Services Provider, will implement a secure Web-based portal to help support registrar operations related to technical issues. To obtain access to the Web-based services, a registrar must (a) be authorized; (b) register its registrants with the Registry Operator; and (c) must have implemented Registry Operator's required security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. The home page of the web portal will include a notice to registrars of planned outages for database maintenance or installation of software upgrades. This notification will be posted thirty (30) days

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prior to the event in addition to active notification including phone calls and email. Registry Operator, via the Registry Service Provider, shall record outage notifications in the help desk database to facilitate compliance with the service-level agreement. Finally, seven (7) days and again two (2) days prior to the scheduled event, Registry Operator, via Registry Service Provider, shall use both an email and a Web-based notification to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from Registry Operator's website, which will describe Registry Operator's TLD service offerings and list ICANN-certified registrars providing domain-name services.

Central Help Desk

Registry Operator shall provide non-technical telephone support to registrars through a central phone number listed on its website. Registry Operator, via the Registry Service Provider, shall provide technical telephone support only to registrars through a central help desk phone number. Registry Operator, via the Registry Service Provider, shall provide access to the technical help desk telephone support through an automatic call distributor which routes each call to the next available technical customer support specialist. Registry Operator, via Registry Service Provider, will authenticate callers by using caller ID and by requesting a pre-established registrar pass phrase that is unique for each registrar. Alternatively, registrars may request technical support assistance by emailing the Registry Operator, via the Registrar Service's Provider's help desk email, either directly or via a secure Website. The Registry Operator, via the Registry Service Provider, shall provide Registrar with support on a 7-day/24-hour/365 basis.

The three tiers of support are:

Tier-1 Support.

The Registry Operator shall handle and resolve all non-technical issues such as billing, collection and general inquires without escalation. Registry Operator, via Registry Service Provider, will provide telephone support to registrars who are calling for help or support with technical only domain-name problems such as EPP implementation. Technical only problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support.

Registry Operator, via Registry Service Provider, shall provide registrars with support by members of the Registry Service Provider's technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving technical only escalated Tier 1 problems with EPP implementation, Tier 2 Registry Service Provider staff shall provide technical support in system tuning and workload processing. Technical only problems that can't be resolved at Tier 2 are escalated to Tier 3.

Tier 3 Support.

Registry Operator, via Registry Service Provider, shall provide complex technical problem resolution which shall be provided by Registry Service Provider's maintenance technicians, third party systems and software experts, and vendors, depending on the nature of the problem.

The Registry Operator, via the Registry Service Provider's help desk, shall use an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database may document the status of requests and tickets, and notify the Registry Operator, via the Registry Service Provider's help desk, when an SLA threshold is close to being breached. The Registry Operator, via the Registry Service Provider's customer-support and technical support specialist, shall use a problem management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and to determine root-cause analysis.

Escalation Policy

Registry Operator's escalation policy defines procedures and timelines for elevating technical only problems to the Registry Operator, via the Registry Service Provider's, functional experts or to management for resolution if they are not resolved within the escalation-policy time limits.

The following table is an overview of Registry Operator's escalation policy.

Level	Description	Escalation Policy	Notification
I	Catastrophic outage affecting overall registry operations	Registry Service Provider's Data-center manager escalates to Registry Service Provider's management and Disaster-Recovery Team if not resolved in fifteen (15) minutes	Registry Service Provider's web portal and/or e-mail notifications to all Registrars within fifteen (15) minutes; updates every thirty (30) minutes
II	Systems outage affecting one or two (2) registrar sessions but not the entire system	Registry Service Provider's Systems engineer escalates to Registry Service Provider's data-center manager if not resolved in one (1) hour	Registry Service Provider's web-portal notification to all registrars; hourly updates
III	Technical questions	Registry Service Provider's help desk customer-support specialist escalates to the Registry Service Provider's systems engineer if not resolved in two (2) hours	Registry Service Provider provides hourly updates to registrar, via e-mail
IV	Basic Non-Technical questions	Handled through Registry Operator's non-technical telephone support to registrars through a central phone number.	Registry Operator shall provide updates to registrar, via e-mail.

Staffing

Registry Operator, via the Registry Service Provider, will staff its Help Desk with a complement of customer service specialists. Staff will be added as necessary to respond to incoming requests within the service level agreement. Customer-service specialists will obtain assistance from the Registry Service Provider's technical staff of any problems that cannot be resolve in one (1) phone call.

Test and Evaluation Facility

Registry Operator, via Registry Service Provider, will establish an operational test-and-evaluation facility that will be available for registrars to test their client EPP system. Registry Operator, via Registry Service Provider's, technical-support team shall consist of functional technical experts in the processes and technologies for domain-name registration in support of the registrars' testing.

Exhibit C
Registrar's Registration Agreement
[To be supplied by Registrar providing current URL of agreement to Registry]

Exhibit D
Registry Operator's Operational Standards, Policies, Procedures and Practices

I. Registration Requirements

Before the Registry Operator will accept applications for registration from Registrar, all domain name applicants in the .buzz TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with the Registrar ("Registrar"), in accordance with the ICANN RAA and this Agreement. Such electronic or paper registration agreement shall include, at a minimum, the following certifications:

a) The data provided in the domain name registration application is true, correct, up to date and complete; and

b) The domain name registrant has the authority to enter into the registration agreement; and

c) The domain name will not be used for 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.

II. Incorporation of applicable Dispute Resolution Services

In addition, Registrar agrees to incorporate the following text (or translation of such text into relevant language) into their Registration Agreement:

"The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

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

(ii) The Uniform Rapid Suspension Procedure and Rules, available at http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en; and

.buzz RRA
November 27, 2013

(iii) The Transfer Dispute Resolution Policy, available at http://www.icann.org/en/help/dndr/tdrp."

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant. Registry Operator is not required to ensure that a domain name is being used in compliance with the UDRP.

The URS is one of several new Rights Protection Mechanisms available in the New gTLD Program. It complements the existing UDRP by offering a lower-cost, faster path to relief for rights holders experiencing the most clear-cut cases of infringement. The URS Procedure defines the URS claims process. The Rules will help service providers implement URS in a consistent manner.

The TDRP sets forth the terms under which a dispute relating to Inter-Registrar domain name transfers are handled. Registrars are encouraged to first of all attempt to resolve the problem among the Registrars involved in the dispute. In cases where this is unsuccessful and where a registrar elects to file a dispute, the TDRP procedures apply Registry Operator is not required to ensure that a domain name is being used in compliance with the TDRP processes.

III. Reservation

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity, security and stability of the Internet or Registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement or any other relevant authority or in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator and Registry Service Provider and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders; (4) for violations of this Agreement and its Exhibits; (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration; and/or ensure compliance with ICANN and/or Registry Operator policies and/or procedures. Registry Operator also reserves the right to lock or place on hold a domain name during resolution of a dispute. Registry Operator will notify Registrar of any cancellations, locks, holds or transfer made by Registry Operator to the Registrar's domain name registrations, via email or other method as may be mutually agreed upon by the Parties, within twenty four (24) hours of any change. , unless otherwise required to by law.

Registry Operator reserves the right to take immediate action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided with evidence in written form that such records are present in connection with malicious conduct.

Exhibit E
Registration Fees

1. Domain-Name Initial Registration Fee

Registrar agrees to pay in US currency; the non-refundable amount set forth in the table below, per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 4 above. Registrar shall register domain names to Registrants only for fixed periods according ICANN and Registry Operator policies.

Sunrise Registration Fee (Per .buzz TLD)	Landrush Registration Fee (Per .buzz TLD)	Initial Registration Fee (Per .buzz TLD)
$150.00 Nonrefundable Application Fee & $150.00 Registration Fee which covers a 2 year Registration Term	No Application Fee & $200.00 Registration Fee which covers a 2 year Registration Term	US $25.00 1 year Registration Term during General Availability

2. Domain-Name Renewal Fee

Registrar agrees to pay in U.S. currency; the non-refundable amount set forth in the table below, per annual increment of a domain name registration renewal, or such other amount as may be established in accordance with Section 4 above. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration. 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.

Renewal Fee (Per .buzz TLD)
US $25.00 which includes additional one year renewal registration

3. Domain Name Transfer

Registrar agrees to pay in US currency; the non-refundable amount set forth in the table below, per domain name that is transferred to Registrar from another ICANN-Accredited Registrar, or such other amount as may be established in accordance with Section 4 above.

Transfer Fee (Per .buzz TLD)
US $25.00 1 Year Registration Term

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 in the renewal schedule set forth 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.

For a bulk transfer approved by ICANN, Registry Operator will charge the gaining registrar US $0 (for transfers of 50,000 names or fewer) or US$50,000 (for transfers of more than 50,000 names).

4. 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 Section 4 above.

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, found at http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm, 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 Operator Agreements) 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.

Registry Operator reserves the right to increase the Fees set forth above prospectively upon six (6) months advance notice to Registrar, in accordance with ICANN RA.

Exhibit F
Registry Performance Specifications

1. Introduction. The Performance Specification provides a list of performance specifications as they apply to the Core Services provided by the Registry Operator.

2. Definitions

2.1. DNS. Refers to the Domain Name System, as specified in RFCs 1034, 1035, and related RFCs.

2.2. DNSSEC proper resolution. There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.

2.3. EPP. Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

2.4. IP address. Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

2.5. Probes. Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

2.6. RDDS. Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement between Registry Operator and ICANN.

2.7. RTT. Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

2.8. SLR. Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

3. Service Level Agreement Matrix

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)
	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

Registry Operator may perform maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

4. DNS

4.1. DNS service availability. Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from "DNS tests" to each of their public-DNS registered "IP addresses" to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.

4.2. DNS name server availability. Refers to the ability of a public-DNS registered "IP address" of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered "IP address" of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from "DNS tests" to a name server "IP address" during a given time, the name server "IP address" will be considered unavailable.

4.3. UDP DNS resolution RTT. Refers to the RTT of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the RTT is 5 times greater than the time specified in the relevant SLR, the RTT will be considered undefined.

4.4. TCP DNS resolution RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the RTT is five (5) times greater than the time specified in the relevant SLR, the RTT will be considered undefined.

4.5. DNS resolution RTT. Refers to either "UDP DNS resolution RTT" or "TCP DNS resolution RTT". Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

4.6. DNS update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, until the name servers of the parent domain name answer "DNS queries" with data consistent with the change made. This only applies for changes to DNS information.

4.7. DNS test. Means one non-recursive DNS query sent to a particular "IP address" (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a "DNS resolution RTT" 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the "DNS resolution RTT" or, undefined/unanswered.

4.8. Measuring DNS parameters. Every minute, every DNS probe will make an UDP or TCP "DNS test" to each of the public-DNS registered "IP addresses" of the name servers of the domain name being monitored. If a "DNS test" result is undefined / unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.

4.9. Collating the results from DNS probes. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

4.10. Distribution of UDP and TCP queries. DNS probes will send UDP or TCP "DNS test" approximating the distribution of these queries.

4.11. Placement of DNS probes. Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

5. RDDS

5.1. RDDS availability. Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

5.2. WHOIS query RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the RTT is five (5) times or more the corresponding SLR, the RTT will be considered undefined.

5.3. Web-based-WHOIS query RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the RTT is five (5) times or more the corresponding SLR, the RTT will be considered undefined.

5.4. RDDS query RTT. Refers to the collective of "WHOIS query RTT" and "Web-based- WHOIS query RTT".

5.5. RDDS update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

5.6. RDDS test. Means one query sent to a particular "IP address" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an RTT five (5) times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the RTT or undefined/unanswered.

5.7. Measuring RDDS parameters. Every five (5) minutes, RDDS probes will select one IP address from all the public-DNS registered "IP addresses" of the servers for each RDDS service of the TLD being monitored and make an "RDDS test" to each one. If an "RDDS test" result is undefined / unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

5.8. Collating the results from RDDS probes. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

5.9. Placement of RDDS probes. Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

6. EPP

6.1. EPP service availability. Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with "EPP command RTT" five (5) times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

6.2. EPP session-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the RTT is 5 times or more the corresponding SLR, the RTT will be considered undefined.

6.3. EPP query-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the RTT is five (5) times or more the corresponding SLR, the RTT will be considered undefined.

6.4. EPP transform-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the RTT is five (5) times or more the corresponding SLR, the RTT will be considered undefined.

6.5. EPP command RTT. Refers to "EPP session-command RTT", "EPP query-command RTT" or "EPP transform-command RTT".

6.6. EPP test. Means one EPP command sent to a particular "IP address" for one of the EPP servers. Query and transform commands, with the exception of "create", shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the "EPP command RTT" or undefined/unanswered.

6.7. Measuring EPP parameters. Every five (5) minutes, EPP probes will select one "IP address" of the EPP servers of the TLD being monitored and make an "EPP test"; every time they should alternate between the three (3) different types of commands and between the commands inside each category. If an "EPP test" result is undefined / unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.

6.8. Collating the results from EPP probes. The minimum number of active testing probes to consider a measurement valid is five (5) at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

6.9. Placement of EPP probes. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

7. Emergency Thresholds

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement.

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime / week
DNSSEC proper resolution	4-hour total downtime / week
EPP	24-hour total downtime / week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime / week
Data Escrow	Breach of the Registry Agreement as described in Specification 2, Part B, Section 6.

8. Emergency Escalation

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

8.1. Emergency Escalation initiated by ICANN

Upon reaching 10% of the Emergency thresholds as described in Exhibit F, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

8.2. Emergency Escalation initiated by Registrars

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

8.3. Notifications of Outages and Maintenance

In the event that Registry Operator plans maintenance, it will provide notice to the ICANN emergency operations department, at least, twenty-four (24) hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per its contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

9. Covenants of Performance Measurement

9.1. No interference. Registry Operator shall not interfere with measurement Probes, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Specification as it would to any other request from an Internet user (for DNS and RDDS) or registrar (for EPP).

9.2. ICANN testing registrar. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the SLRs described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

Exhibit G
Reserved Names, Sunrise Period, Landrush Period and General Availability

1. Reserved Names and Premium Auctions.

Reserved Names: Registry Operator may reserve, and not allow the registration of any Registry TLD strings which: (i) appear on the list of reserved TLD(s) strings set forth in Specification 5 of the Registry Agreement; or (ii) such other names as are designated by Registry Operator to be reserved prior to General Availability of the Registry TLD to the public.

Premium Auctions: Registrar acknowledges and agrees that if a Registrant is seeking to register a Premium Name, as determined by the Registry in its sole discretion, then use of the name is also subject to additional terms and conditions contained in a separate agreement between Registrant and the Registry Operator, and that the Registrant's rights in any such name are also governed by the terms of the separate Premium Name Agreement.

2. Sunrise and Claims Period.

Sunrise:

The Sunrise Period will be an End Date Sunrise as defined by ICANN. Sunrise is the period during which registered trademark and service mark owners may register their marks as domain names in order to allow them to protect their intellectual property rights. The Sunrise Period fees for .buzz domain names are set forth in Exhibit E (Registration Fees) to this Agreement.

The Sunrise Period allows trademark holders and agents that have successfully submitted trademark records and had at minimum Sunrise eligibility, verified by the Trademark Clearinghouse ("TMCH"), an opportunity to register domain names derived from the registered and validated mark names contained in the Trademark Database ("TMDB"). The Sunrise Period precedes the general availability period of the new gTLD, which is open to the public. In addition, the Sunrise Period provides trademark holders or their agents' notification of a domain name registration matching a label of a registered and validated mark name in the TMDB.

Registry Operator will only offer a Sunrise A Period. The Sunrise A Period will last sixty (60) days in order to allow trademark owners, listed in the TMDB, to register domain names that qualify as an identical match with their listed trademark(s) filed with the TMCH. All domain names registered during the Sunrise Period will be subject to Registrar's domain name registration agreements and policies, consistent with the RAA dated after May 13, 2013 or any succeeding ICANN RAA to which Registrar is bound.

Registrar agrees to ensure that all Sunrise Registrants meet Sunrise Eligibility Requirements ("SER"), which will be verified by the TMCH. The SER include ownership of a mark that is nationally or regionally registered and for which proof of use, such as a declaration and a single specimen of current use was submitted to, and validated by, the Trademark Clearinghouse and which Signed Mark Data ("SMD") has been obtained, as a result.

Names secured as described through the Sunrise Process will result in the registration of resolving domain names at the Registry.

At the close of the Sunrise period, if more than one Sunrise application of any kind is made for a domain name; all Sunrise Applicants for that name will be notified of the claims and will proceed to a closed auction, between respective Sunrise Applicants, where the highest bidder wins. Registry Operator will utilize an Authorized Auction Provider or Agent for the Sunrise program.

Registrar agrees that, by submitting a Sunrise Application, the Registry and/or its Authorized Auction Provider or Agent is authorized to share information relating to Registrant's Sunrise application with other Sunrise Applicants. In the event any Sunrise Applicant proceeds with a Registration, such Applicant will be deemed on notice of the intellectual property claims submitted by the other Sunrise Applicant(s) and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding. Registrar acknowledges and agrees not to use a proxy service during the Sunrise period.

Claims Process (the Claims period):

The Claims Process ensures that all Registrants who want to register a domain name, matching a label matching a Trademark Clearinghouse record, are presented with a Trademark Notice containing information about the trademark records and that Registrants will have to acknowledge the existing trademark records concerning the desired label prior to the domain name registration.

The Claims process also notifies trademark holders or agents of the registration of a domain name matching a label of a registered and validated mark name in the TMDB. Registry Operator shall provide the Claims services for at minimum of ninety (90) days after general availability of registrations of the Registry TLD, which shall not overlap with the Sunrise A period.

Please refer to ICANN's website (http://newgtlds.icann.org/en/about/trademark-clearinghouse) for further details about the Sunrise and Claims processes.

3. Landrush Period.

Landrush Period is a limited time opportunity for companies and individuals that want to secure a high value ".buzz" domain name for the fee set forth in Exhibit E (Registration Fees) to this Agreement. The Landrush Period will last 21 days. Applications will be accepted and evaluated to determine if requirements for registration have been met. At the end of the Landrush Period, domain names with only one application will be awarded directly to the applicant. Domain names with two or more applications will proceed to a closed auction, between the respective Applicants, where the highest bidder wins. The Registry Operator will utilize and Authorized Auction Provider for the Sunrise and Landrush programs in addition to offering Premium Registry TLDs after general availability.

At the close of the Landrush period, if more than one Landrush application is made for a domain name, all Landrush applicants will be notified that the domain name will be subject to auction, in accordance with Auction Rules. Registrar agrees to be bound by the Auction Rules. Registrar acknowledges and agrees that Registrar may not use proxy services during the Landrush Period.

4. General Availability.

General Availability will take place at the close of the Landrush period. Registrant must meet the Registrar's general domain name registration requirements. Names will be awarded on a first-come, first serve basis, determined at the time of the initial registration.

5. Additional Marketing Efforts.

Registrar acknowledges and agrees that the Registry Operator, its subcontractors, affiliates, agents, and/or service providers may at times engage in additional marketing promotional and communications efforts including but not limited to: reseller activity, direct sales, establishment of the '.buzz store', participation in specifically timed and/or themed .buzz domain name auctions, participation in tradeshows and conferences, development of educational platforms to promote knowledge of domain names, the domain name industry and dotStrategy, Co. interests and developed properties and packaging of promotion and products deemed as 'value add' to the interests, business and properties of the .buzz registry and dotStrategy, Co.

6. General.

Registrar acknowledges and agrees that the Registry Operator, its subcontractors, affiliates, agents, and/or service providers shall have no liability of any kind for any direct or indirect loss or liability resulting from or arising in connection with the Sunrise, Landrush, Founder's

Program, Premium domain or Auction processes, including, without limitation: (a) Registrar's ability or inability to reserve a name in the Registry TLD through this process, and (b) any dispute between any parties arising in connection with this process.