

Our Ref: AL/RCCL/TP/95624

Your Ref: LG-21224/EL



Direct Line: 2861 8362 / 2861 8434 / 2861 8398

Direct Email: andrew@robertsonshk.com / rio@robertsonshk.com / 57th Floor, The Center, 99 Queen's Road Central, Hong KongDirect Email: pan_tsang@robertsonshk.com / celia_chong@robertsonshk.com

Tel: +852 2868 2866 Fax: +852 2868 5820

Website: www.robertsonshk.com

14 April 2021

BY FAX (3107-1100) & BY POST

Messrs. So, Lung & Associates
 15th Floor, China Taiping Tower
 Phases 1 & 2, No. 8 Sunning Road
 Causeway Bay, Hong Kong

Dear Sirs,

Re: HCA No.1767 of 2020

We refer to your letter dated 9 April 2021.

While you have not yet provided us with the sealed copy of the Order of Recorder Steward Wong SC dated 1 April 2021, according to our notes regarding the Order made by the learned Recorder at the hearing, the terms of the interim interim injunction follow the terms of paragraph 60(a) of the Skeleton Submissions of the Plaintiffs dated 30 March 2021, with the addition of the underlined words as follows:-

“ASWPC be restrained from entering into any agreements for the sale, lease or other use or disposal of any .spa sub-domains (“Launch Agreements”) until further order or determination of the Summons, unless otherwise agreed to by the parties, and subject to the exception of fulfilment of ASWPC’s existing contractual obligations.”

We note that the above is largely identical to the terms of the interim interim injunction set out in your letter.

We have been instructed by our client that prior to the hearing on 1 April 2021 and the grant of the interim interim injunction, our client had already entered into registry-registrar agreements (each an “RRA”) with various registrars respectively. We enclose a sample RRA for your reference (with the name of the registrar redacted).

SOLICITORS, NOTARIES, AGENTS FOR TRADEMARKS AND PATENTS

Partners: Michael LINTERN-SMITH (*Notary Public*), Barry HOY, Andrew LEE, Chris LAMBERT, Kevin STEEL, Jeremy LEVY, Lesley McLEAN, Jennifer WONG, Warren KO, Frank SZETO, Benjamin CHAN, Li Chung Nam (*China-appointed attesting officer*), Johnny HO, Charles MOK, Verona HO, Jennifer LI, Rio LAU
Consultants: Christopher GORDON (*Notary Public*), Cynthia WONG, Susanna CHEUNG



As your client would know, registrars are “*accredited by ICANN organization and certified by the registries to sell domain names. They are bound by the Registrar Accreditation Agreement (RAA) with ICANN organization, and by their agreements with the registries*” (see ICANN website).

As can be seen in the sample RRA provided, the registrars are required to perform the obligations set out in clause 3 of the respective RRAs. This includes, under clause 3.1, to provide “*Registrar Services*”, which includes “*contracting with Registered Name Holders*” (see definition in clause 1.15), and under clause 3.4, to “*require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar*”.

In the circumstances, we have been instructed that if an applicant for a domain name (i.e. a domain name registrant) wishes to purchase and register a domain name, the registrant must do so through a registrar, and the registrant would enter into a contract with a registrar instead of our client being a registry operator. In other words, the registration of a domain name by a registrant does not involve our client entering into any agreements for the sale, lease, or other use or disposal of a .spa sub-domain, as such a contractual agreement would be entered into between a registrar and the registrant. This is consistent with the information provided in ICANN’s website: “*[u]pon registration of a domain name, a registrant enters into a contract with a registrar*”.

As regards your suggestion that our client should apply to ICANN to postpone sunrise and landrush, our client has considered the suggestion and has decided not to engage in this course of action. First, towards the end of the hearing before the learned Recorder on 1 April 2021, your client has already suggested that this be included as an interim interim injunction (albeit mandatory in nature). Your client’s suggestion was rejected by the learned Recorder. It is therefore clear that there is no basis for the imposition of such a relief at the interim interim stage. Second, to apply for such a postponement would significantly disrupt the launch schedule and cause prejudice to our client, not least to our client’s commercial reputation as a registry operator. Third, there is absolutely no evidence that domain names would be sold at an undervalue, or sold to entities in which our client has an interest, direct or indirect. To postpone the entire launch by reason of your client’s unjustified speculation that there would be self-dealing and/or sales at undervalue would be



disproportionate and plainly is not the path that carries the lower risk of injustice to the parties.

As regards your request for documents, we have already provided to you sample RRA above. Our client's agreement with ICANN is publicly available and can be obtained on the ICANN website:

(<https://www.icann.org/en/registry-agreements/details/spa?section=agreement>).

Meanwhile, all rights of our client's are expressly reserved.

Yours faithfully,

ROBERTSONS
AL/RCCL/hkyl
Encl.

.SPA Registry Registrar Agreement

This REGISTRY REGISTRAR AGREEMENT (the "Agreement") is by and between the Asia Spa and Wellness Promotion Council Limited "ASWPC", domain name registry for .SPA located at Hong Kong. ("Registry Operator"), and [REDACTED] ("Registrar"), with its principal place of business located at [REDACTED], and shall be deemed made on February 24, 2021 ("Effective Date").

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. For purposes of this Agreement, the following definitions shall

apply: 1.1 "Registry TLD" means the .SPA TLD.

1.2 "Accredited" or "Accreditation" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.3 "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

1.4 "Days" or "days" shall mean calendar days unless otherwise specified

1.5 "ICANN" means the Internet Corporation for Assigned Names and Numbers

1.6 "DNS" refers to the Internet domain-name system.

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

1.8 The "Expiration Date" shall be one year from the effective date, auto renewed for one year.

1.9 "gTLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.

1.10 "Illegal Activity" means conduct involving use of a Registered Name sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar's domain name resolution or registration services in furtherance of conduct involving the use of a Registered Name sponsored by Registrar that is prohibited by applicable law.

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

1.12 "Registered Name" refers to a domain name within the domain of a gTLD, whether consisting of two (2) or more (e.g., john.smith.name) levels, about which a gTLD Registry Operator (or an Affiliate or subcontractor thereof 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 zone file (e.g., a registered but inactive name).

1.13 "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.

1.14 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with a Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.

1.15 "Registrar Services" means the services subject to this Agreement provided by a registrar in connection with a gTLD, and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database.

1.16 "Registry Data" means all Registry Database data maintained in electronic form, and shall include gTLD Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or name servers maintained in electronic form in a Registry Database.

1.17 "Registry Database" means a database comprised of data about one or more

DNS domain names within the domain of a registry 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 A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities), for providing Registry Services for .SPA gTLD.

1.19 "Registry Services," with respect to a particular gTLD, shall have the meaning defined in the agreement between ICANN and the Registry Operator for that gTLD.

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

1.21 "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 and any associated patents, trademarks, copyrights, trade secrets or know how.

1.22 A "Reseller" is a person or entity that participates in Registrar's distribution channel for domain name registrations (a) pursuant to an agreement, arrangement or understanding with Registrar or (b) with Registrar's actual knowledge, provides some or all Registrar Services, including collecting registration data about Registered Name Holders, submitting that data to Registrar, or facilitating the entry of the registration agreement between the Registrar and the Registered Name Holder.

1.23 A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses Accreditation, in accordance with then-current ICANN Specifications and Policies.

1.24 "Specifications and/or Policies" include Consensus Policies, Specifications (such as the Whois Accuracy Program Specification) referenced in this Agreement, and any amendments, policies, procedures, or programs specifically contemplated by this Agreement or authorized by ICANN's Bylaws.

1.25 "Term of this Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

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

2. REGISTRY OPERATOR OBLIGATIONS

2.1 Accreditation. During the Term of this Agreement and subject to the terms and conditions of this Agreement, Registrar is hereby accredited by Registry Operator to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database) for Registry gTLD.

2.2 Registrar Use of Registry Operator Name, Website and Trademarks. Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by Registry Operator as a registrar for Registry gTLD, and (b) to link to pages and documents within the Registry Operator website. Subject to the terms and conditions set forth in the Logo License Specification attached hereto, Registry Operator hereby grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks (as defined in the Logo License Specification). No other use of Registry Operator's name, website or Trademarks is licensed hereby. This license may not be assigned or sublicensed by Registrar to any other party, including, without limitation, any Affiliate of Registrar or any Reseller.

2.3 General Obligations of Registry Operator. With respect to all matters that impact the rights, obligations, or role of Registrar, Registry Operator shall during the Term of this Agreement:

2.3.1 System Operation and Access. Throughout the Term of this Agreement, Registry Operator shall operate the Registry System and provide Registrar with access to the Registry System for any domain related transactions for the Registry TLD to the Registry System.

2.3.2 Registry Tool Kit. 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.

2.3.3 License. Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, royalty-free, non-transferable, worldwide limited license to use the Registry Tool Kit 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.

2.3.3.1 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 Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry, except as reasonably necessary to register domain names or modify existing registrations.

2.3.4 Changes to System. Registry Operator may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, 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 EPP, APIs, Software or other materials licensed hereunder. In the case of administrative or other non-material changes, Afiliat shall provide Registrar with at least forty-eight (48) hours prior notice. In the case of emergency changes, including without limitation changes made in direct response to the detection of a material security vulnerability, an imminent material failure, significant degradation of the Registry System or other emergency, notice periods will not apply.

2.3.5 Customer Service Support. Registry Operator shall provide Registrar with reasonable support to address technical issues arising in connection with Registrar's use of the Registry System as well as customer service support exclusively to Registrar for non-technical issues. However the support does not extend to Registered Name Holders, Resellers or prospective customers of Registrar or Reseller.

2.3.6 Handling of Personal Data. Registry Operator will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

2.3.6(a) Registry Operator and Registry Service. Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator is collected, accessed and corrected. Registry Operator 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 Agreement 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.

2.3.7 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.

2.3.8 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.

Registry Operator will fulfil its obligation in accordance to the requirements set forth in the Registry Agreement with ICANN.

2.4 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 this agreement 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.

3. REGISTRAR OBLIGATIONS.

3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for Registry TLD in accordance with this Agreement. Registrar must be in compliance with the RAA dated after May 13, 2013 with ICANN. Registrar shall comply with Trademark Clearinghouse Rights Protection Mechanism Requirements and processes or any successor document related to the same as approved and published by ICANN prior to enabling Registry TLD.

3.2 Customer Service Support. Registrar shall provide Registered Name Holders with reasonable telephone, web-based and e-mail customer service support for all issues solely relating to the Registrar System. Registrar shall provide abuse contacts for situations such as domain name hijacking, spamming, phishing etc.

3.3 Resolution of Technical Problems. Registrar shall employ such employees, contractors or agents with sufficient technical training and experience to respond and fix all technical problems concerning the use of the EPP, the APIs and the systems of Registry Operator in conjunction with Registrar's system.

3.4 Registrar's Registration Agreement. 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. Registrar shall:

- (i) have in effect an electronic or paper registration agreement at all times with the Registered Name Holder furnished to the Registry Operator within seven (7) calendar days upon request.
- (ii) shall collect and provide any documents required for community requirements evaluation within seven (7) calendar days upon request.
- (iii) 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.
- (iv) shall be required to obtain the consent of each registrant in the Registry TLD for such collection and use of Personal Data in the registration agreement.

In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to 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 Registry to fulfil community requirements (refer .SPA Registration Policy)
- (ii) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),
- (iii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or
- (iv) for the non-payment of fees to Registry.

Registrar shall require the Registered Name Holder 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.

3.5 Domain Name Dispute Policy. Registrar shall have developed and 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 ICANN and the Registry Operator for which Registrar is providing Registrar 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

(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.

3.6 Abuse. Registrar shall publish an abuse contact on its web site and clearly state the abuse management policies. 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 laws, and providing (consistent with applicable laws 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.

3.7 Indemnification. Registrar shall require its reseller/Registered Name Holder to indemnify and defend Registry Operator and its directors, officers, employees, subsidiaries, contractors, subcontractors, attorneys, insurers and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of Registry Operator's operation of the registry for the TLD or Registry Operator's provision of Registry Services or in connection with the domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.8 Data Submission Requirements. Registrar shall submit complete data as required by the technical specification of the Registry System which is not limited to domain, contacts and hostname. Registrar's registration agreement shall prohibit resellers/³rd parties from harvesting the data using any means or to use the data to allow, enable, or otherwise support any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts.

3.9 Consensus Policies. To comply with applicable statutes and regulations and for other reasons, ICANN may adopt a Consensus Policy establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service and (b) on the manner in which Registrar may make such data available. Registrar shall comply with any such Consensus Policy.

3.10 Security. Registrar shall deploy all reasonable security measures to ensure the domain registration system and its connection to Registry System is secure. All Communications to Registry System shall remain secure with encryption and exchange of SSL certificates to prevent and unintentional disclosure of information. Registrar must inform registry within four (4) hours if any security breaches is found in the domain registration system or any other related sub systems.

3.11 Temporary Suspensions or Restrictions. Registry Operator may temporarily suspend or restrict access to the Registry System if there is significant degradation of the Registry System, Emergency Cases or Breach of Contract.

Registry Operator will provide advance notice via telephone call to Registrartechnical contact prior to any suspensions or restrictions.

3.12 Change in Registrar Sponsoring Domain Name. 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").

3.13 Compliance with Policies, Procedures and Practices. 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:

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

3.13.2 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. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days' notice by Registry Operator to Registrar.

3.13.3 Consent to use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.3.5 and with relevant mandatory local data protection, laws and privacy.

3.13.4 Registrar shall require Registered Name Holder to provide accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration. A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.

3.13.5 Registrar must display details of Registrar's registration fee, renewal fee, transfer fee, deletion policies and auto-renewal policies clearly on the website.

3.14 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.

3.15 Time. 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.

3.16 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>). 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. Registrar shall manage the <authinfo> in accordance with the provisions of latest ICANN Transfer Policy.

3.17 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 agencies.

3.18 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.

3.19 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.

3.20 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.

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

4. FEES

4.1 Amount of Registry Operator Fees. Registrar agrees to pay Registry Operator the non-refundable fees set forth in Exhibit A 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 thirty (30) days prior notice to Registrar, to the extent and in the manner that such adjustments are permitted by the Registry Agreement.

4.2 Payment of Registry Operator Fees. In advance of incurring Fees, Registrar shall establish a Letter of credit, Deposit Account, Credit Facility, or Payment Security accepted by Registry Operator, which acceptance will not be unreasonably withheld. Registrar shall keep a minimum deposit (guarantee) of USD 1,000 at all times. The minimum Topup amount shall be USD 500. Registry Operator may require a higher minimum deposit based on the number of domains registered by Registrar in Registry Operator's sole discretion. All Fees are due immediately upon receipt and payable from, the letter of credit, deposit account, or other credit facility. 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 Non-Payment of Fees. Timely payment of fees owing under this Section 4 is a material condition of performance under this Agreement. All Registration and Renewal Fees are due immediately upon receipt of Registry Operator's monthly invoices. In the event that Registrar fails to pay its Fees within five (5) days of the date when due, Registry Operator may suspend registration of domain names for the Registrar and new registrations will not be accepted until the Account is replenished or pursue any remedy under this Agreement including termination of this Agreement.

4.4 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 A. 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.

4.5 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.

4.6 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.

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 technical, physical, administrative 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 the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, Registry Service Provider and/or their suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, 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 form), 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 Each party authorizes the other party during the Term of this Agreement to use its logo, trade names, trademarks, service marks, or the proprietary marks (hereinafter "marks") of the other Party solely for the purpose of exercising its right and/or performing its obligation under this Agreement and for no other purposes whatsoever and subject to its undertaking that it will only use the logo, trade names, trademarks or service marks without alteration or modification and only in such manner and with such acknowledgement of proprietorship as shall from time to time be stipulated. Copies of any such use of the other party's marks must be provided to the other party. Any and all other uses must be authorized in writing by the other party.

5.2.6 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.

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 or Reseller of Registrar; (iii) relating to Registrar's violation of ICANN requirements; (iv) as a result of Registrar's failure to include any or any adequate provisions in its Registration Agreement to sufficiently hold Registered Domain Name Holders or Resellers liable or (v) 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 Representation and Warranty. Registrar represents and warrants that: (i) it is a corporation, LLC LLP, partnership or other business format, duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation, (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 (v) no further approval, authorization or consent of any governmental or regulatory authority or of ICANN is required to be obtained or

made by Registrar in order for it to enter into and perform its obligation under this Agreement, (v) that it will provide services to its customers and/or users using all due skill, care, diligence and professionalism.

6.3 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) \$50,000 USD.

6.4 Disclaimer of Warranties. THE 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 REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE 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 REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE 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.

6.5 Performance Credits. Registry Operator will not provide a credit to Registrar for failure to meet applicable performance standards set forth in this Agreement.

7.DISPUTE RESOLUTION

7.1 Dispute Resolution. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. Any dispute arising in connection with this Agreement shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in English language and shall occur in United Kingdom. There will be three arbitrators: each party shall choose one arbitrator and the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorney's Fees in connection with the arbitration, and the arbitrators may not reallocate the attorney's fee in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in United Arab of Emirates (UAE); however, the parties shall also have the right to enforce a judgement of such a court in any court of competent jurisdiction.

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 One Hundred Twenty (120) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive one (1) 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. In the case of such termination, all obligations of Registrar described above shall survive termination until obligations to Registered Name Holders sponsored by the Registrar are fulfilled or reasonably resolved.

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. In the case of such termination, all obligations of Registrar described above shall survive termination until obligations to Registered Name Holders sponsored by the Registrar are fulfilled or reasonably resolved.

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 10.1.1. In addition, the Agreement shall terminate in the event ICANN designates another entity to operate the registry for all of the Registry TLD.

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 and the parties' reciprocal license to use the trademark, logo, trade name or service marks shall immediately terminate.

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

8.3.5 Registry Operator reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition or Registered Name Holders to other Registry accredited registrars.

8.4 Termination for Non-Payment of Fees. Notwithstanding the provisions of Section 9.3 above, In the event that this Agreement is terminated because of Registrar's non-payment of fees, Registry shall have the first right, but not the obligation, to transfer the sponsorship of Registered Name registrations to a wholly owned subsidiary of Registry, accredited by ICANN as a registrar.

8.5 Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.3.3, 2.3.5, 2.3.7, 3.7, 3.8, 3.18, 5.1, 5.2, 6.1, 6.2, 6.3, 6.4, 8.1, 9.3.3, 9.3.4, 9.4, 9.5, 10.2, 10.3, 10.4, 10.6, 10.7, 10.8, and 10.9 and (ii) the Registered Name Holder's indemnification obligation; (iii) Registrar's obligations in connection with any license granted hereunder or any Registry confidential information received by Registrar and (iv) Registrar's payment obligations as set forth in Section 4 with respect to fees incurred during the term of this Agreement. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

8.6 Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

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. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of Registry operator. Registry Operator may assign its rights or obligations under this Agreement to an affiliate without the consent of Registrar.

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: