



**Registry-Registrar Agreement**  
**.BUILD**

**Table of Contents**

<b>1. DEFINITIONS.....</b>	<b>2</b>
<b>2. OBLIGATIONS OF REGISTRY OPERATOR.....</b>	<b>4</b>
<b>3. OBLIGATIONS OF REGISTRAR.....</b>	<b>6</b>
<b>4. FEES.....</b>	<b>10</b>
<b>5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.....</b>	<b>10</b>
<b>6. INDEMNITIES AND LIMITATION OF LIABILITY.....</b>	<b>12</b>
<b>7. INSURANCE.....</b>	<b>13</b>
<b>8. DISPUTE RESOLUTION.....</b>	<b>14</b>
<b>9. TERM AND TERMINATION.....</b>	<b>14</b>
<b>10. MISCELLANEOUS.....</b>	<b>16</b>
<b>Exhibit A.....</b>	<b>20</b>
<b>REGISTRATION FEES.....</b>	<b>20</b>
<b>Exhibit B.....</b>	<b>22</b>
<b>REGISTRY SERVICE PROVIDER.....</b>	<b>22</b>

**Registry-Registrar Agreement**  
**.BUILD**

This Registry-Registrar Agreement (the "Agreement") is between Plan Bee LLC, a California limited liability company, with its principal place of business located at 427 North Camden Drive, Beverly Hills, CA 90210 ("Registry Operator"), and \_\_\_\_\_ a \_\_\_\_\_ corporation, with its principal place of business located at \_\_\_\_\_ ("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 .BUILD top-level domain (".BUILD TLD");

**WHEREAS**, multiple registrars will provide Internet domain name registration services within the .BUILD TLD;

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

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

## **1. DEFINITIONS**

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

1.2. "**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 15 days of the disclosure of its confidentiality.

1.3. "**DNS**" means the Internet domain name system.

1.4. "**Effective Date**" means the date on which this Agreement is first executed by both parties.

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

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

1.7. "**ICANN Requirements**" consist of the obligations set forth in the Registry Agreement, the obligations set forth in the latest version (including additional appendices) of the ICANN Registrar Accreditation Agreement, any ICANN Temporary Specifications or Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at <http://www.icann.org/general/consensus-policies.htm>.

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

1.9. "**Registered Name**" refers to a domain name within the domain of the .BUILD TLD, whether consisting of two or more (e.g., john.smith.BUILD) 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).

1.10. "**Registered Name Holder**" means the holder of a Registered Name.

1.11. "**Registry Agreement**" means the Registry Agreement between Registry Operator and ICANN dated [date of Registry Agreement] for the operation of the .BUILD TLD, as the same may be amended from time to time.

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

1.13. "**Registry Policies**" include those policies, procedures, guidelines, and criteria promulgated by Registry Operator from time to time, as authorized by ICANN in the Registry Agreement, including without limitation, such policies laid down by Registry Operator from time to time on Registry Operator's website, which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement. Registry will provide Registrar with ninety (90) days prior written notice of any changes to the Registry Policies.

1.14. "**Registry Service Provider**" means the third party listed in Exhibit B hereto, contractually bound to operate the .BUILD TLD technical infrastructure, including without limitation the Registry System and Registry Database, and provide the Registry Services to third parties, on behalf of Registry Operator.

1.15. "**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 TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .BUILD 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 (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.

1.16. The "**Registry System**" means the registry system operated by Registry Operator for Registered Names in the .BUILD TLD.

1.17. "**Start-Up Process**" consists of, but is not limited to: Sunrise, Landrush, and Auction as defined in the Registry Agreement and further refined in the ".BUILD Sunrise Policy" document and other relevant documents.

1.18. "**Start-Up Policies**" means the policies that govern the Start-Up Process. Such policies form part of the Registry Policies and are set forth on the Registry Operator's website, and which are incorporated herein by reference. Registry will provide Registrar with ninety (90) days prior written notice of any changes to the Start-Up Policies

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

1.20. 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 unencumbered access as a registrar to the Registry System that Registry Service Provider operates on behalf of Registry Operator, according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

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 during the term for which Registrar has paid the fees required by Subsection 4.1.

**2.3. Changes to System.** Registry Operator or Registry Service Provider may from time to time make modifications to the EPP, APIs, or other software provided by Registry Service Provider pursuant to this Agreement, that will revise or augment the features of the Registry System. Registry Operator will provide Registrar with reasonable notice prior to the implementation of any material changes to the EPP, APIs or software provided by Registry Service Provider pursuant to this Agreement.

**2.4. Engineering and Customer Service Support.** During the Term of this Agreement, Registry Operator, through its Registry Service Provider, will provide 24x7x365 telephone and e-mail customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for engineering and other issues solely relating to the Registry System and its operation. Registry Operator will provide Registrar with detailed contact information for such support of the EPP, APIs and Software.

**2.5. Handling of Personal Data.** Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar (“RPD”) is collected and the intended recipients (or categories of recipients) of such RPD. Registry Operator shall take reasonable steps to protect RPD from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of RPD in a way that is incompatible with the notice provided to registrars. Registry Operator may from time to time use the demographic data collected for statistical analysis or other business purposes, provided that this use will not disclose individual RPD and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use. For the avoidance of doubt, the provisions of this paragraph do not apply to publicly available information.

**2.6. Service Level Agreement.** Registry Operator shall use commercially reasonable efforts to obligate its Registry Service Provider to meet the performance specifications set forth in Specification 10 to the Registry Agreement.

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

**2.8. New Registry Services.** Registry Operator shall provide Registrar no less than ninety (90) 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 2.3 above.

**2.9. Zone Files.** Registry Operator will make available to Registrar, at least twice per day, an updated list of unavailable domain names. The Registry Operator will cause Registry Service Provider to upload an updated zone file to the Centralized Zone Data Access (“CZDA”) at least daily.

**2.10 Price List.** Registry Operator will provide a current pricelist of all domains available to be registered that do not have standard pricing, including, registration, renewal, transfer and redemption pricing, along with Registry Operator tier name, if applicable.

### **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 .BUILD TLD.

**3.2. Communication with Registered Name Holder.** Subject to the notice provisions provided herein, Registrar shall not communicate any information to a Registered Name Holder which is inconsistent or otherwise not in compliance with (i) Registry Policies, (ii) Start-Up Policies, (iii) the terms of this Agreement, or (iv) any operational standards, procedures and practices established from time to time by Registry Operator and either publicly posted by Registry Operator on Registry Operator’s website or directly communicated to Registrar. Registrar shall facilitate Registry Operator to communicate with the Registered Name Holder (e.g. to request additional information regarding compliance requirements) in compliance with Registry Policies, or in complying with law enforcement or a court order.

**3.3. Registrar Responsibility for Customer Support.** Registrar shall at a minimum provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion, redemption or transfer of Registered Names and (ii) customer service and billing and technical support to Registered Name Holders.

**3.4. Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar’s registration agreement may contain multiple alternative forms and Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided that all versions of the agreement include those terms required by this Agreement and other terms that are consistent with Registrar’s obligations to Registry Operator under this Agreement.

**3.5 Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

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

3.5.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator, including without limitation the Registry Policies. Any additional or revised Registry Operator operational standards, policies, procedures, and practices for the .BUILD TLD shall be effective upon ninety (90) days notice by Registry Operator to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supersede those of the Registrar's registration agreement.

**3.6. Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and its subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

**3.7 Additional Requirements for Registration Agreement.** In addition to the provisions of Subsections 3.5 and 3.6, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

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

3.7.2. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and Uniform Rapid Suspension System ("URS");

3.7.3. Correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.7.4. Agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration;

3.7.5. Abstain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activities contrary to applicable law;

3.7.6. Acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the registration agreement; (6) following an occurrence of any of the prohibited activities described in Subsections 3.7.6 above; or (7) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute; Registry Operator will provide Registrar notice of any cancelation, transfers or changes made to any registration by Registry Operator not initiated by the Registrar.

3.7.7. Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .BUILD Registry;

3.7.8. Consent to the collection and use of Personal Data by Registry Operator, in conformity with the terms of this Agreement and the Registry Agreement, and applicable law; and

3.7.9. Include the following provision: “Notwithstanding anything in this Agreement to the contrary, Plan Bee, LLC, the Registry Operator of the .BUILD TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Plan Bee, LLC have vested and that Plan Bee, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to \_\_\_\_\_ *[Registrar’s name]* \_\_\_\_\_ being a registrar for the .BUILD TLD. Additionally, the third party beneficiary rights of Plan Bee, LLC shall survive any termination of this Agreement.”

**3.8. Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the .BUILD 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. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required for Registry Operator's operation of the .BUILD TLD. Registrar shall submit any corrections or

updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Operator in a timely manner.

**3.9. Security.** Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. 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.

3.9.1. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registry Operator will accept a certificate for SSL connections. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by the Registry Service Provider and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Registry Operator within 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.

3.9.2. 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 Registrar of such modifications within 300 seconds of modification. 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) days.

**3.10. Resolution of Technical Problems.** Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs 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. Except in the case of an emergency, Registry Operator will provide advance notice via email and phone call to Registrar's technical contact. 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.

3.11. **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.

3.12. **Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and from Registrar to another registrar pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy"). Within two (2) weeks after each Registry TLD general availability, Registry Operator will allow and support bulk transfer to Registrar, without extension of the registration term, and Registry Operator will reimburse Registrar for fees incurred under the Transfer Policy.

3.13. **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, regulations and Registry Policies limiting the domain names that may be registered.

## 4. FEES

### 4.1. Amount of Registry Operator Fees.

4.1.1. Registrar agrees to pay Registry Operator or its designee in accordance with the fee schedule set forth in Exhibit A for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right, from time to time, with ninety (90) days prior written notice, to modify the Fees in a manner consistent with ICANN policies and Registry Policies.

4.1.2. In addition, Registrar agrees to pay Registry Operator or its designee the applicable Variable Registry-Level Fees assessed to Registry Operator by ICANN, as permitted by Subsection 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.** Within thirty (30) days after the end of each month, without receipt of invoice or any other request for payment by Registry Operator, Registrar shall remit all Fees for the previous month. A failure to remit the Fees within sixty (60) days of when the Fees are due shall be deemed a material breach of this Agreement. Additionally, any late Fees shall bear interest at the greater of the rate of one percent (1%) per month or the maximum rate allowed by law.

## 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.

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. Except as expressly contemplated hereunder, 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 (a) is disclosed with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure; or (d) is independently developed by the Receiving Party without use of the Confidential Information; or (e) 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. Upon expiration or termination, or at the Disclosing Party's request, the Receiving Party will return or destroy Confidential Information in the Receiving Party's possession.

## **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, or its suppliers and/or licensees, including without limitation its Registry Service Provider, shall own all right, title and interest in and to the EPP, APIs, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

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.

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

6.1. **Indemnification.** Registrar, at its own expense and after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any 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; (iii) relating to registrar's violation of ICANN requirements; (iv) as a result of Registrar's failures to include adequate provisions in its Registration Agreement pursuant to Section 3 above to hold a Registered Name Holder liable for impermissible conduct, 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. 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 when incurred, 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.** EXCEPT FOR A BREACH OF SECTION 5, IN NO EVENT SHALL REGISTRY OPERATOR BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATIONS OF THIS AGREEMENT. IN ADDITION, EXCEPT FOR A BREACH OF SECTION 5 OR THE INDEMNIFICATION OBLIGATIONS IN SECTION 6, IN NO EVENT SHALL REGISTRY OPERATOR'S LIABILITY EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID OR PAYABLE BY REGISTRAR TO REGISTRY OPERATOR, EXCLUDING ANY FEES PAID UNDER SECTION 4.1.2 ABOVE, IN THE PRECEDING TWELVE (12) MONTH PERIOD OR (II) \$100,000.

**6.3 Disclaimer of Warranties.** ALL ITEMS PROVIDED BY REGISTRY OPERATOR HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE OF ANY ITEMS PROVIDED BY REGISTRY OPERATOR HEREUNDER.

**6.4 Reservation of Rights.** Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) for violations of this Agreement; (6) following an occurrence of any of the prohibited activities described in Subsection 3.7 above; or (7) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to freeze a Registered Name, including without limitation, placing a Registered Name on hold, lock, or other status, during the resolution of any dispute or in order to comply with Registry Policies.

## **7. INSURANCE**

**7.1. Insurance Requirements.** Registrar shall acquire, on or before the Effective Date, at least One Million Dollars (\$1,000,000 USD) in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a certificate of insurance to Registry Operator, current as of the Effective Date, upon Registry Operator's

reasonable request. Such insurance shall name Registry Operator as an additional insured party and entitle Registry Operator to seek compensation under such policy on behalf of itself and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

## **8. DISPUTE RESOLUTION.**

**8.1. Dispute Resolution.** This Agreement is to be construed in accordance with and governed by the laws of the State of California and the Parties expressly submit to the jurisdiction of the State and Federal courts in Los Angeles County, California. Disputes arising under or in connection with this Agreement, including requests for specific performance, will 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 the English language and shall occur in Los Angeles, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, 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 attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in a state or federal court in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

## **9. TERM AND TERMINATION**

**9.1. Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is two (2) years after the Effective Date. The Term of this Agreement shall automatically renew for additional two (2) year periods unless either party provides notice to the other of termination, in writing, at least thirty (30) days prior to the end of the initial or any renewal Term. 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 sixty (60) 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 sixty (60) day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

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

9.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) 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.

9.2.2. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

9.2.3. 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.

9.2.4. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

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

9.3.1. 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.

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

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

9.3.4. All Fees owing to Registry Operator shall become immediately due and payable.

9.4. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.5, 3.5, 5.1, 5.2, 6.1, 8.1, 9.3.3, 9.3.4, 9.4, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, and 10.12 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.6. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

## 10. MISCELLANEOUS

### 10.1. Assignments.

10.1.1. 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 .BUILD 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.

10.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry Operator's Registry Agreement with ICANN for the .BUILD TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the .BUILD TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

10.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. 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.

10.2. **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service) to the address or telecopier 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:

If to Registry Operator:

Plan Bee LLC  
2800 28<sup>th</sup> Street, Suite 170  
Santa Monica, CA 90405  
Attn: George Minardos

with a copy to:

Freund & Brackey LLP  
427 North Camden Drive  
Beverly Hills, CA 90210  
Attn: Thomas A. Brackey II

**10.3. Representations and Warranties.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, (4) it is a signatory to the 2013 Registrar Accreditation Agreement or a subsequent Registrar Accreditation Agreement as may be approved from time to time by ICANN, (5) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (6) 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. Registry Operator represents and warrants that: 1) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will use its best efforts to be, accredited by ICANN or its successor, (4) performance and delivery of this Agreement has been duly authorized by Registry Operator, (6) 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.

**10.4. Third-Party Beneficiaries.** The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

**10.5. Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

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

**10.7. Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**10.8. 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).

**10.9 Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

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

**10.11. Entire Agreement.** This Agreement (including its exhibits and those documents incorporated by reference, 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.

**10.12. 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.

PLAN BEE, LLC

[Registrar]

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Exhibit A

### REGISTRATION FEES

**1. Sunrise Registration Fee:** During the Registry's sunrise period, the Registry will charge a fee per annual increment of an initial registration of a Registered Name (the "Sunrise Registration Fee"). The Sunrise Registration Fee shall be paid in full by Registrar sponsoring the domain name at the conclusion of Registry's sunrise period. The current Sunrise Registration Fee as of the Effective Date is **US\$140.00**. The Sunrise Registration Fee is refundable to applicant in the event that the domain name in question is not delegated to the applicant.

**2. Landrush Registration Fee:** During the Registry's landrush period, the Registry will charge a fee per annual increment of an initial registration of a Registered Name (the "Landrush Registration Fee"). The Landrush Registration Fee shall be paid in full by Registrar sponsoring the domain name at conclusion of Registry's landrush period. The current Landrush Registration Fee as of the Effective Date is **US\$80.00**. The Landrush Registration Fee is refundable to applicant in the event that the domain name in question is not delegated to the applicant.

**3. Landrush Application Fee:** During the Registry's landrush period, the Registry will charge a one-time non-refundable application fee ("Landrush Application Fee"). The Landrush Application Fee shall be paid in full by Registrar sponsoring the domain name at the conclusion of Registry's landrush period. The current Landrush Application Fee as of the Effective Date is **US\$20.00**.

**4. Domain-Name Initial Registration Fee:** The Registry will charge a fee per annual increment of an initial registration of a Registered Name (the "Initial Registration Fee"). The Initial Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. The Initial Registration Fee as of the Effective Date is **US\$50.00**.

**5. Sunrise Renewal Fee:** The Registry will charge a fee per annual increment of a renewal of a Registered Name (the "Sunrise Renewal Fee") in the Registry TLD. The Sunrise Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The current Sunrise Renewal Fee as of the Effective Date is **US\$50.00**.

**6. Landrush Renewal Fee:** The Registry will charge a fee per annual increment of a renewal of a Registered Name (the "Landrush Renewal Fee") in the Registry TLD. The Landrush Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The current Landrush Renewal Fee as of the Effective Date is **US\$80.00**.

**7. Domain-Name Renewal Fee:** The Registry will charge a fee per annual increment of a renewal of a Registered Name (the "Renewal Fee") in the Registry TLD. The Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The current Renewal Fee as of the Effective Date is **US\$50.00**.

**8. Fees for Transfers of Sponsorship of Domain-Name Registrations:** Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, The Registry will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, The Registry will charge either a Sunrise Renewal Fee, Landrush Renewal Fee, or Renewal Fee for the requested extension, based upon the registration fee applied to the domain name at the time of registration. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The applicable renewal fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

**9. Bulk Transfers.** For a bulk transfer approved by ICANN under Part B of ICANN's Policy on Transfer Registrations Between Registrars, Registrar shall pay Registrar **US \$0** for transfer of 50,000 names or fewer, or **US \$50,000** for transfers of more than 50,000 names.

**10. Restore Fee.** Registrar shall pay the Registry a fee (the "Restore Fee") per Registered Name restored during the Redemption Grace Period; provided that Registry reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances. The current Restore Fee as of the Effective Date is **US\$40** per Registered Name Restored.

## Exhibit B

### REGISTRY SERVICE PROVIDER

The Registry's Registry Service Provider is: AusRegistry International

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