



{REDLINE OF PERTINENT PROVISIONS SHOWING AMENDED LANGUAGE TO EXISTING RRA}

Registry-Registrar Agreement

For the Provision of Services

This document serves as the primary agreement between United
TLD Holdco Ltd. and the registrar.

RightsideTM

3.15. Communication with Registrants. Registrar grants Rightside permission to contact Registrants for purposes related to the compliance with its Registry Policies and Registration Terms and Conditions and for the purpose of distributing important information regarding the use of Registry TLDs, preserving the integrity of the SRS, and for no other purposes.

3.16. Sale and Export Restrictions. You acknowledge and agree that you shall not sell or export, directly or indirectly, any services, including domain name registration services, incorporating or using any Registry TLDs in violation of the import or export laws of any applicable jurisdiction including, but not limited to, those promulgated by the Registry States Office of Foreign Assets Control and the Registry States Treasury (specifically the Specially Designated Nationals List).

3.17. Trademark Claims Service. Registrars shall comply with all requirements of the Trademark Clearinghouse and notify registrants of any domain name that is registered in the Trademark Clearinghouse by presenting the Trademark Claims Notice form as described below: (a) Registrars must only query the Claims Notice Information Systems (CNIS) for domain names that have been applied for by a potential domain name registrant, and may not query the CNIS for any other purpose. (b) Registrars must, after acquiring Trademark Claims Notice information from the CNIS, clearly and conspicuously display the Trademark Claims Notice, containing the Trademark Claims Notice information, to the potential domain name registrant and inquire as to whether the potential domain name registrant wishes to continue with the registration. Except during pre-registration, the Trademark Claims Notice must be provided by the registrar at the time of potential registration in real time, without cost to the prospective domain name registrant, and must be in the form specified in the Trademark Claims Notice. The Trademark Claims Notice must require an affirmative confirmation by the potential domain name registrant to continue with the registration (i.e. acceptance box should not be pre-checked). The Trademark Claims Notice must be provided by the registrar to the potential domain name registrant in English and should be provided by the registrar to the potential domain name registration in the language of the registration agreement.

3.18. The Uniform Rapid Suspension System.

3.18.1. In Registrar's agreement with Registrants, Registrar shall provide a link to information regarding ICANN's URS which can be found at <http://newgtlds.icann.org/en/applicants/urs>.

3.18.2. Registrar must accept and process payments for the renewal of a domain name by a URS complainant in cases where the URS complainant has prevailed. In addition, the Registrar must not renew a domain name for any URS complainant who prevailed for longer than one year.

3.19. Offering of Regulated TLDs. Should Registrar choose to offer one or more of these new generic top-level domain names, this Section 3.19. shall apply:

Regulated TLDs: .ENGINEER, .MARKET, MORTGAGE, .DEGREE, .SOFTWARE, .VET, .GIVES, and .REHAB

Highly-regulated TLDs: .DENTIST, .ATTORNEY and .LAWYER

Military TLDs: .ARMY, .NAVY, and .AIRFORCE.

Should Rightside later become the registry operator for any other new generic top-level domain names listed in Schedule C which may be amended from time to time, the appropriate safeguard shall apply.

3.19.1. Safeguards for Regulated TLDs. Accordingly, for the Regulated TLDs, Registrar must expressly include in its Registration Agreement, in addition to those terms and conditions required under the Agreement, provisions requiring Registrants:

A. To comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;

B. Who collect and maintain sensitive health and financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

3.19.2. Safeguards for Highly-regulated TLDs. For the Highly-regulated TLDs, Registrar must expressly include in its Registration Agreement, in addition to those terms and conditions required under the Agreement, the provisions listed in Sections 3.19.1 of this Amendment above and provisions requiring Registrants to:

A. Provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business;

B. Represent that the Registrant possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and

C. Report any material changes to the validity of the Registrant's authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure the Registrant continues to conform to the appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

3.19.3. Safeguards for Military TLDs. For the Military TLDs, Registrar must expressly include in its Registration Agreement, in addition to those terms and conditions required under the Agreement, the provisions listed in Sections 3.19.1 through 3.19.2 of this Amendment above and a provision requiring Registrants to represent that the Registrant will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.

3.19.4. Restriction on the Sale of .NAVY and .AIRFORCE to Australian Residents. Pursuant to Australian Defence Regulation 1957, No. 16, individuals and businesses, who are subject to Australian law, are prohibited from using the words "Navy" and "Air Force" in connection with a trade or business. Consequently, Australian based Registrars are advised that it may be illegal to sell or distribute domain names under this law and selling or distributing domain names to consumers based in Australia may also be prohibited. Australian Registrars are advised to consult with their legal counsel prior to selling or distributing any .NAVY or .AIRFORCE domain name.

3.19.5. Registration Terms and Conditions. Registrar is reminded that it must present the current form Registration Terms and Conditions to each Registrant prior to registration of any domain name in a Rightside TLD, as such terms incorporate additional obligations with respect to the Regulated, Highly-Regulated, and Military TLDs.

4 FEES

4.1. Amount of Rightside Fees. Registrar agrees to pay Rightside the fees set forth in a Registration Fee Schedule (Schedule B) for Registry Services made available by Rightside to Registrar for each Registry TLD (collectively, "Fees"). ~~Rightside reserves the right to revise the Fees from time to time at its sole discretion, provided that Rightside shall provide at least One Hundred Eighty (180) days' notice to Registrar prior to any increases in fees for renewals. With respect to renewal of Registered Names: (i) Rightside shall provide thirty (30) calendar days' notice of any price increase if the resulting price is less than or equal to (A) the initial price charged for registrations in the TLD (within the first twelve (12) months of the Registry TLD offering), or (B) for subsequent periods, a price for which we provided a notice within the twelve (12) month period preceding the effective date of the proposed price increase; and (ii) Rightside may revise the Fees from time to time in its sole discretion, provided that (a) such revision shall not be made more than two (2) times per calendar year; and (b) Rightside shall provide a minimum of thirty (30) calendar days advance written notice to Registrar prior to any Fee revision for initial registrations and a minimum of one hundred eighty (180) calendar days for any Fee revision for renewals of Registered Names.~~ Rightside need not provide notice of any price increase for the imposition of the "Variable Registry-Level Fees" as defined in the Registry Agreement.

4.2. Payment of Rightside Fees. Unless as otherwise provided or required by any separate written agreement by the Parties, on the Effective Date, Registrar shall deposit funds in a cash advance account ("Registrar Account") the amount of which shall be in accordance with the Registration Fee Schedule. Rightside may require a further advance be made by the Registrar to the Registrar Account. All Fees are due immediately upon receipt of applications for Sunrise, General Availability, initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by Rightside to Registrar (DPML, for example). Fees for Sunrise and Landrush applications are due in accordance with the

c/o Legal Department
One Clarendon Row
Dublin 2, Co. Dublin
Republic of Ireland

with a copy to its General Counsel: legal@unitedtld.com.

10.3. Third- Party Beneficiaries. The parties expressly agree that ICANN is an intended third- Party beneficiary of this Agreement. The parties also agree that Rightside is an intended third-party beneficiary of the Registrant Agreement between the Registrar and the Registrant for each Registry TLD. Otherwise, this Agreement shall not be construed to create any obligation by either Party to any non-Party to this Agreement, including any Registrant. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-Party beneficiary of the Registry Agreement.

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

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

10.6. Amendments. ~~No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.~~ Rightside may amend this Agreement from time to time, provided that material revisions to Rightside's approved form of Registry-Registrar Agreement are first approved or adopted by ICANN. After receiving any such notice of amendment from Rightside, Registrar shall either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) business days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Rightside. In the event that Rightside does not receive such executed amendment or notice of termination from Registrar within such fifteen (15) day period, Registrar shall be deemed to have executed such amendment as of the sixteenth day after the Registrar received the notice of amendment to this Agreement.

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. Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstances is determined to be invalid, illegal, or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person, entity, or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.

10.9. Governing Law. This Agreement and its interpretation (including its interpretation by the arbitrators in accordance with Section 8) shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of

the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of State of Washington.

10.10. Entire Agreement. This Agreement 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.