REGISTRATION DIRECTORY DATA SYSTEM (RDDS) ACCESS AGREEMENT

This REGISTRATION DIRECTORY DATA SYSTEM (RDDS) ACCESS AGREEMENT ("Agreement") is entered into as of the __ day of _____, 20__ ("Effective Date"), by and between [party requesting access] ("Requestor") and [party providing access] ("Provider").

Background

Provider wishes to provide access to certain, non-public domain name record information ("RDDS Data") in a manner that continues to benefit the Internet community while protecting the privacy of third parties whose information is contained therein, and

Requestor wishes to access and use the RDDS Data for an acceptable purpose as set forth in Exhibit A attached hereto and incorporated by reference herein ("Acceptable Use").

In consideration of the foregoing, the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requestor and Provider, intending to be legally bound, agree as follows.

1. License Grant

1.1 Ownership. Requestor acknowledges and agrees that nothing in this Agreement will give to Requestor any right, title, or interest in or to any portion of the RDDS Data and any right of Requestor to use any portion of the RDDS Data is limited to the express license provided herein. Requestor acknowledges the intellectual property and other legal rights of Provider in and to the RDDS Data under all applicable laws and regulations.

1.2 License. Upon receipt of Requestor's securing the required Financial Guarantee, Provider grants to Requestor a limited, non-exclusive, non-assignable, non-sublicensable, worldwide license under Provider's rights therein to use the RDDS Data solely for the Acceptable Use(s) as provided on Exhibit A, subject to the restrictions set forth in Section 1.3, and in accordance the other terms and conditions of this Agreement. This license will automatically terminate upon the expiration or termination of this Agreement for any reason; and upon such termination or expiration, Requestor shall discontinue all use of any RDDS Data, except to the limited extent the continued use of any portion of the RDDS Data is required in connection with a legal proceeding or otherwise required by law.

1.3 Restrictions on Use. Requestor shall not use the RRDS Data other than for the designated Acceptable Use(s) and shall not use the RDDS Data to (i) support the transmission by e-mail, telephone, postal mail, facsimile or other means of mass, unsolicited commercial advertising or solicitations of any kind; (ii) enable high-volume, automated, electronic processes that send queries or data to the systems of Provider, any registry operator, and/or any registrar; (iii) sell, redistribute, or disclose the RDDS Data except insofar as the RDDS Data has been incorporated by Requestor into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service for use by any third party; (iv) infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (iv) violate any law, statute, ordinance, or regulation, including, but not limited to, applicable export and re-export control laws and regulations.

## 2.	Data Protection

2.1	Data Protection Laws. Requestor acknowledges that is it is being provided access to the RDDS Data for its own independent use and not for processing on behalf of Provider and that Requestor is responsible for complying with all laws, regulations, and rules governing the privacy, security, and protection of personal data ("Data Protection Laws") applicable to Requestor's use of any personally identifying information and other personal information ("Personal Data") contained within the RDDS Data. Requestor will maintain its own privacy policy that is clear and conspicuously available regarding the collection, use, and disclosure of Personal Data. All Personal Data received by Requestor as part of the RDDS Data will be subject to the provisions set forth in this Agreement, the Terms of Use, and Provider's Privacy Policy (which shall control with respect to any conflict with the Requestor's own privacy policy or any agreement between Requestor and any third party). Upon request, Requestor will provide Provider with reasonable written assurances demonstrating that it has implemented all of the requirements of this Section 2 Data Privacy.

2.2	Deletion or Masking of Certain Personal Data. Provider has adopted a policy that enables individuals to elect not to have certain personal data concerning their domain name registrations available for bulk access for marketing purposes and/or to have their Personal Data deleted or anonymized in the RDDS Data ("Opt-Out Policy"). Provider will either not make the Personal Data for such individuals available for access hereunder and/or provide notice that the personal data included in the RDDS Data received by Requestor must be deleted or anonymized. Requestor agrees to abide by the terms of such Opt-Out Policy and not use the personal data from individuals that make such elections. In the event any individual whose Personal Data is contained in the RRDS Data subsequently requests that such Personal Data be deleted or anonymized, Requestor will, upon written notice by Provider or by such individual, promptly delete or anonymize such Personal Data.

2.3	Reasonable Safeguards. Requestor will take all reasonable and appropriate steps to protect the security, privacy, and confidentiality of Personal Data that (1) adequately address all reasonably foreseeable threats of unauthorized access thereto, (2) are appropriate to the quantity, sensitivity, and type of Personal Data accessed and the way that information will be accessed, (3) are well-suited to the size, scope, resources, and commercial context of the Requestor's business, and (4) comply with all applicable Data Protection Laws.

2.4	Breach Notification. Requestor will notify Provider Immediately upon becoming aware of any actual or suspected security incident, unauthorized access, misappropriation, loss, damage or other compromise of the security, confidentiality, or integrity of Personal Data accessed by Requestor and its Authorized Users hereunder, or by any third party on behalf of Requestor ("Security Breach"); and immediately take action to prevent any further Security Breach, provide Provider with details of the Security Breach and the details of the measures taken to address the Security Breach, provide a point of contact who will keep Provider up-to-date with respect to all details concerning the Security Breach, and provide Provider with full and prompt cooperation and assistance in relation to any notifications that Provider is required to make as a result of the Security Breach. Requestor will not make any notification to a data protection authority, individual to whom the RDDS Data pertains, or any other third party in respect of any Security Breach unless expressly authorized by Provider in writing to do so or unless otherwise required by law.

2.5	International Transfers. If Personal Data is subject to the laws of any jurisdiction listed in Provider's Privacy Policy in relation to the transfer of RDDS Data, and Requestor is authorized

by Provider to process Personal Data outside that jurisdiction, then Requestor acknowledges that the Transfer Clauses referred to in Provider's Privacy Policy are deemed to apply in their entirety to Requestor, and Requestor hereby agrees to the Transfer Clauses as if set forth herein. If, at any time, the Data Protection Laws of an applicable jurisdiction require additional action to permit the transfer of Personal Data to Requestor (including in relation to data export restrictions under applicable Data Protection Laws), then Requestor will take all steps reasonably required by Provider (including, where necessary, entering into additional contractual clauses with Provider) to ensure that the transfer of the Personal Data meets the requirements of such Data Protection Laws. Provider reserves the right to update its Privacy Policy at any time with respect to such additional action, and Requestor shall continue to comply therewith.

3.   Requirements for Access

3.1   Accreditation. Requestor acknowledges and agrees that the RDDS Data may only be accessed for an Acceptable Use, and that Requestor will provide all documentation reasonably requested by Provider to demonstrate that Requestor, and each individual designated by Requestor to access the RDDS Data on Requestor's behalf (each an "Authorized User"), possesses all licenses, certifications, and/or qualifications to access and use the RDDS Data for each of the Acceptable Use(s) designated by Requestor in Exhibit A attached hereto. Requestor will provide such documentation to Provider, or Provider's designated third-party provider, in accordance with Provider's promulgated accreditation review process and policies.

3.2   Issuance of Access Credentials. Upon receipt of the applicable Fees set forth in Exhibit A and successful accreditation of Requestor and each Authorized User, Provider, will provide each Authorized User with access credentials for accessing the RDDS Data for the Accepted Purpose(s) through such web site or other online system ("Site") as may be provided by Provider.

3.3   Use of the Site. Access to the RDDS Data is restricted. Each Authorized User must agree to Provider's Terms of Use and Privacy Policy as a condition of their continued use of the Site the RDDS Data. Any unauthorized use of the Site, including, but not limited to, unauthorized entry into the Site or other unauthorized access to, or use of, the RDDS Data, misuse of passwords or other access credentials, or misuse of information within the Site is strictly prohibited. Without limiting the generality of the foregoing, Requestor hereby acknowledges that it is a violation of Provider's Terms of Use for the Site for an Authorized User to access the RDDS Data with access credentials that were not assigned to that Authorized User personally. Requestor shall be responsible for any failure by any Authorized Users to keep their personal access credentials confidential and to immediately notify Provider if an Authorized User learns that the security of their access credentials has been compromised or if an Authorized User suspects that anyone other than that Authorized User has accessed the RDDS Data using their access credentials.

3.4   Revocation of Access Credentials. Provider reserves the right, with or without notice, withdraw, suspend or revoke the access credentials of any Authorized User, or all Authorized Users for any violation of the Terms of Use, Privacy Policy, or this Agreement. Requestor agrees that its sole remedy with respect to any suspension or termination of access is to seek arbitration in accordance with Section 6.4 of this Agreement.

3.5   Requestor Liable for Authorized Users. Requestor shall be fully responsible for all actions of its Authorized Users with respect to their access to and use of the RDDS Data and shall indemnify Provider for such actions as set forth in Section 4 below.

3.6   Updates to Terms for Accessing the Site. Provider may, at any time and from time to time, update the Terms of Use or Privacy Policy under which Authorized Users access the RDDS Data through the Site, or the availability of any portion of the RDDS Data through the Site. Any change or modification made by Provider will be effective immediately upon posting on the Site and Requestor and/or Requestor's Authorized User's continued use of the Site means that they have agreed to accept any such changes or modifications. Some portions of the RDDS Data may not be available in all geographic areas.

3.7   Financial Guarantee. Unless otherwise precluded by applicable law, upon the commencement of the term of this Agreement, Requestor shall deliver to Provider, and shall maintain in effect at all times during the term of this Agreement, and for a period of [six months] after expiration hereof, a valid corporate Performance Bond or an irrevocable Letter of Credit (as determined by Provider in its sole discretion) in the amount of [_____] payable without condition to Provider, with surety acceptable to and approved by Provider, which bond or irrevocable letter of credit shall guarantee to Provider full and faithful performance by Requestor and/or Requestor's Authorized Users of all of Requestor's obligations hereunder regarding accessing, protecting, and using the RDDS Data, including but not limited to, with regard to any remedial action on behalf of, or damages awarded to, any individual pursuant to an arbitration under Section 6.4 hereof.

4.   Fees

4.1   Payment. As consideration for the right to access and use the RDDS Data for the Acceptable Use(s) as granted hereunder for the Term, Requestor shall pay Provider the fee amount(s) set forth on Exhibit A attached hereto ("Fees"). The Fees shall be paid upon execution of this Agreement. Provider's obligation to provide Requestor access to the RDDS Data is expressly contingent upon its receipt of the Fees from the Requestor and Requestor's completion of the accreditation process set forth in Section 2.1 for itself and Authorized Users. No payment to be made hereunder shall be contingent upon any other payment or obligation under this Agreement or any other agreement between the parties. All payments made pursuant to this Agreement shall be non-refundable and not pro-rated. All payments shall be in [preferred currency.]. In the event Requestor fails to pay the Fee, Provider shall have the immediate right to terminate this Agreement. Provider reserves the right to change the Fees upon any renewal of this Agreement to Provider's then prevailing Fees in Provider's sole discretion.

4.2   Taxes. Requestor will be responsible for all sales, use, excise taxes, value-added tax, and any like charges for services provided by the Provider hereunder as are imposed for Requestor's consumption of those services. Provider will be solely responsible and liable for the payment of any and all taxes imposed on its provision of the service and all taxes based on Provider's net income or gross revenues.

5.   Indemnification

5.1   Requestor shall promptly defend, indemnify, and hold harmless, Provider, its parents, affiliates, and each of their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns (the "Indemnified Parties"), from and against any and all suits, claims, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation) and causes of action of any kind (collectively "Claim(s)") that may be incurred by, asserted against, or recoverable from any Indemnified Parties arising out of or relating to the damage to, destruction of, or loss of any RDDS Data arising from a Requestor's breach of its obligations hereunder regarding accessing, protecting, and using the RDDS Data.

5.2   Indemnification Procedure. Requestor shall each have exclusive control over (and solely bear the cost of) the defense and settlement of any Claim(s) for which it is responsible under Section 4.1, but Provider will otherwise provide all commercially reasonable information and assistance to the other in defending and/or settling any such Claim(s). Provider shall have the right at its discretion and sole cost to be represented by its own counsel and to participate in the defense of any action in which an Indemnified party is named as a party defendant, and the Indemnified Parties' prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation of or result in any ongoing material liability to such Indemnified Party.

6.   **Limitation of Liability**

6.1   No Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), IN EACH CASE WHETHER BASED ON STATUTE, WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT A PARTY IS ADVISED OF THE POSSIBILITY THEREOF.

6.2   No Warranties. Requestor acknowledges that the RDDS Data may consist of partial, incorrect, supplemented, and/or reformatted registration data, and that the RDDS Data, and the service through which the RDDS Data is accessed ("Service") may not be relied upon for any purpose. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DATA AND THE SERVICE ARE PROVIDED BY PROVIDER ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS AND WARRANTIES WHATSOEVER. PROVIDER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF THE DATA AND THE SERVICE, WORKMANLIKE EFFORT, OR THAT THE DATA OR THE SERVICE WILL BE: (A) FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (B) UNINTERRUPTED OR ERROR FREE.

6.3   No Availment. The RDDS Data is controlled by Provider from its offices within [preferred jurisdiction]. Provider makes no representation that the RDDS Data is appropriate or available for use in other locations. Those who choose to access the RDDS Data from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Use of or access to RDDS Data shall not be construed as the purposeful availment of the benefits or privilege of doing business in any state other than [preferred jurisdiction] by Provider.

6.4   Arbitration of Certain Disputes. Requestor agrees that any dispute, controversy, or claim raised by Requestor relating to revocation of access credentials, or raised by any third party individual relating to Requestor's access to and/or use of any portion of the Personal Data of such individual included in the RDDS Data, including as to the formation, applicability, breach, termination, validity or enforceability of any portion of this Agreement with respect thereto, shall be finally settled by arbitration. The arbitration shall be conducted by [one] arbitrators in accordance with [preferred rules] in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties to the arbitration. The seat of the arbitration will be [preferred location], and it shall be conducted in the [preferred] language; provided that the

location and language any arbitration related to the use of Personal Data of an individual will be as designated by that individual in their sole discretion. The arbitration decision shall be final and binding on the parties. The parties undertake to carry out any award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Requestor acknowledges and agrees that any third party individual whose Personal Data is contained in the RDDS Data is a third party beneficiary of this Agreement with respect to this Section 6.4.

7.   Term and Termination

7.1   Term. This Agreement will commence on the Effective Date and will remain in effect for twelve (12) months from the Effective Date ("*Term*"), unless terminated earlier as provided herein.

7.2   Termination for Cause. Each Party may terminate this Agreement for material breach if the cause thereof remains uncured sixty (60) days after Notice thereof, or, if the cause is incurable (such as breach of Requestor's obligations hereunder regarding accessing, protecting, and using the RDDS Data) immediately upon Notice. Each Party may terminate this Agreement immediately upon Notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or files or is the subject of a petition in bankruptcy. Obligations, including but not limited to payment obligations, accrued prior to termination of this Agreement will survive termination for cause.

7.3   Survival. Each provision of this Agreement that would by its nature or terms need to survive any termination or expiration of this Agreement to carry out its purpose, shall survive any termination or expiration of this Agreement regardless of the cause thereof. This includes, but is not limited to, relevant portions of Section 1 (License Grant); Section 4 (Indemnification).

8.   General Provisions

8.1   Injunctive Relief. The parties acknowledge that the breach or threatened breach of Requestor's obligations hereunder regarding accessing, protecting, and using the RDDS Data may cause irreparable harm to Provider, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which Provider may be legally entitled, Provider may seek immediate injunctive relief in the event of a breach or threatened breach of such obligations by Requestor and/or any of Requestor's Authorized User's; and that Provider shall not be required to post any bond as a condition of such relief. This provision shall survive the expiration or termination of this Agreement.

8.2   Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement or any applicable schedule shall operate as a waiver of any such right, power or remedy.

8.3   Choice of Law; Jurisdiction, Venue. This Agreement shall be governed by the laws of [Provider's preferred law], without regard to its provisions on conflicts of law. The party bringing any claim or judicial proceeding in connection with any dispute hereunder hereby irrevocably consents exclusively to exclusive jurisdiction and venue of the [Provider's preferred venue].

8.4 Notices. Any notice, notification, demand or request provided or permitted to be given under this Agreement must be in writing and will have been deemed to have been properly given, unless explicitly stated otherwise, if sent by (i) overnight courier (signature required), (ii) registered or certified mail, postage prepaid, return receipt requested (signature required), (iii) personal delivery with a signed receipt, or (iv) electronically (by sender approved address and to recipient approved address).

8.5 No Other Third Party Beneficiaries. Except as provided in Section 6.4 with respect to third party individuals whose Personal Data is contained in the Whose Data, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, to any third-party any benefits other than the parties hereto and their respective permitted successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Relationship of the Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the parties; nor will either party hold itself out as an agent, partner, or joint venture party of the other party. Both parties shall be, and shall act as, independent contractors. Neither party shall have authority to create any obligation for the other party, except to the extent stated herein.

8.7 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement and any applicable schedule shall remain in full force and effect.

8.8 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to sections and exhibits will mean the sections and exhibits to this Agreement.

8.9 Counterparts. This Agreement, and any amendment hereof, may be executed and delivered electronically (by email or similar technology) in any number of counterparts, each of which, when so executed and delivered, will be deemed an original copy of the Agreement, and such counterparts together will constitute one and the same instrument.

8.10 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.

Exhibit A

Requestor will pay the fee set forth below