

**Dated**

**20nn**

**MUSEUM DOMAIN MANAGEMENT ASSOCIATION  
“MUSEDOMA”**

**-and-**

**[Insert Name]**

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**REGISTRAR AGREEMENT**

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## ICANN-ACCREDITED REGISTRAR AUTHORIZING AGREEMENT

This Authorizing Agreement ("Agreement") is by and between the Museum Domain Management Association ("MuseDoma"), a Delaware non-profit corporation, and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on \_\_\_\_\_ ("Effective Date"), at Los Angeles, CA, USA.

WHEREAS, on October 17, 2001, MuseDoma and the Internet Corporation for Assigned Names and Numbers ("ICANN") entered into a TLD Sponsorship Agreement pursuant to which ICANN established a new top-level domain name, *.museum*, and designated MuseDoma as the Sponsor of *.museum* ("Sponsorship Agreement").

WHEREAS, in accordance with the terms and conditions of the above-referenced Sponsorship Agreement, MuseDoma agreed to select at least five (5) ICANN-accredited registrars to provide registrarial services for *.museum*.

WHEREAS, Registrar, being an ICANN-accredited registrar pursuant to a Registrar Accreditation Agreement entered into between ICANN and Registrar on [insert date] and continuing through and including [insert date] ("Registrar's ICANN Agreement"), has, in response to MuseDoma's Notice of Registrar Interest, offered to provide registrarial services for the *.museum* top-level domain and MuseDoma has agreed to obtain registrarial services from Registrar for the *.museum* top-level domain.

NOW, THEREFORE, in consideration of the above premises and the mutual agreements set forth below, MuseDoma and Registrar agree as follows:

### 1 DEFINITIONS

1.1 **Meanings.** In this Agreement, the following words have these meanings:

***.museum* Registry Protocol** means the protocol used by Registrars to communicate with the System.

✓ **"Applicable Agreements"**. Collectively means this RRA, the Registrar Accreditation Agreement ("**RAA**") and the Registry Agreement ("**RA**"), as those documents are applicable and binding on any individual Party.

✓ **"Applicable Laws"**. The General Data Protection Regulation (2016/679) ("**GDPR**"), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.

✓ **"Disclosing Party"**. Means the Party that transfers Shared Personal Data to the Receiving Party.

- ✓ **“Data Protection Authority”**. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Agreement is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Agreement.
- ✓ **“Data Security Breach”**. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 7.4 below.
- ✓ **“Data Subject”**. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.

**Domain Name** means a domain name that is at the second, third, fourth or lower levels of the *.museum* domain name hierarchy (for example *bigcity.art.museum*).

**DNS** refers to the Internet domain name system that lets users locate domain names on the Internet.

**ENS Organization** means MuseDoma or an entity appointed by MuseDoma to verify and establish a Registrant’s eligibility to receive or renew a Domain Name.

**Fees** means the fees payable by a Registrar to MuseDoma as set forth in Schedule 4.

**ICANN** means the Internet Corporation for Assigned Names and Numbers, a not for profit corporation.

**Intellectual Property Rights** means patents, trade marks, service marks, trade names, design rights, copyrights, database rights, rights in know-how and other intellectual property rights of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights.

**Licensed Product** means the *.museum* Registry Protocol and the Software and any updates provided to the Registrar from time to time.

**Minimum Data Elements** means the data to be provided by Registrar to the System as described in the *.museum* Registry Protocol and in Schedule 3.

**Domain Management Policy** refers to the, “Eligibility Requirements, Naming Conventions, and Acceptable Use Policy for the *.museum* Top-Level Domain” found at: [http://musedoma.museum/name\\_requests/policy.html](http://musedoma.museum/name_requests/policy.html). This is the authoritative version of a document that MuseDoma may amend from time to time.

***.museum* Naming Conventions** means the *.museum* Naming Conventions as found in the Domain Management Policy.

- ✓ **“Personal Data”**. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual’s physical, physiological, genetic, mental, economic, cultural or social

identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.

- ✓ **“Processing”**. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.
- ✓ **“Purpose(s)”**. Has the meaning provided in Section 7.1 below.
- ✓ **“Receiving Party”**. Means the Party receiving Shared Personal Data from the Disclosing Party.

**Registrant** means an applicant for, or licensee of, a Domain Name.

**Registrar Acceptance Criteria** means the criteria set out in Schedule 2.

**Registration Process** means the procedures for processing Domain Name applications, registrations and transfers of Domain Names between Registrars as set out in Schedule 1, which may be amended by MuseDoma from time to time.

**Service Commencement Date** means the date on which Registrar begins registering Registrants for Domain Names.

- ✓ **“Shared Personal Data”**. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.

**Software** means the client version of the software required for the authentication and transport of information to the System.

**Sponsor** means MuseDoma, the sponsoring organization for the *.museum* top-level domain.

**Sponsorship Agreement** means the *.museum* TLD Sponsorship Agreement between MuseDoma and ICAAN.

**System** refers to the shared registry system for processing and recording registrations of Domain Names by multiple Registrars.

- ✓ **“Temporary Specification”**. Means the “Temporary Specification for gTLD Registration Data” Adopted on 17 May 2018 by the ICANN Board of Directors, as may be amended or supplemented from time to time.

**Term** means the period commencing on the date of this Agreement and ending October 16, 2006.

- 1.2 **Meaning of references.** In this Agreement, unless the context otherwise requires, a reference to:
- a) this Agreement includes the exhibits, schedules and annexures referenced herein;
  - b) \$ is to the lawful currency of the United States of America;
  - c) Domain Name registration is taken to mean a license to use that Domain Name.

## 2 OBLIGATIONS OF THE PARTIES

- 2.1 **System operation and access.** MuseDoma, or its designee, shall operate and manage the System and shall use its reasonable efforts to ensure that Registrar has access to the System enabling Registrar to transmit registration information for Domain Names to the System according to the *.museum* Registry Protocol.
- 2.2 **Distribution of the *.museum* Registry Protocol specifications and the Software.** As soon as possible after the date of this Agreement, MuseDoma, or its designee, will provided Registrar with:
- a) documentation for the *.museum* Registry Protocol;
  - b) the specification of the content and format of the information to be exchanged with the System;
  - c) a copy of the Software; and
  - d) instructions for Registrar to connect to the ENS rules testing tool which will allow Registrar to verify whether a requested Domain Name is available.
- 2.3 **Security and technical requirements.** Registrar:
- a) will not be permitted to access the System until it has demonstrated to MuseDoma that it is ready and able to communicate with the System in accordance with the Registrar Acceptance Criteria; and
  - b) undertakes to comply with the technical and policy requirements of MuseDoma as notified to Registrar by MuseDoma from time to time.
- 2.4 **Registrar responsibility for customer support.** Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and a customer interface to take and (where necessary) accept requests for Domain Names. Registrar will also be responsible for receiving, logging and resolving all customer complaints.
- 2.5 **Data submission requirements.** As part of its registration of all accepted Domain Names, Registrar shall, for all Domain Name registrations it processes, submit the Minimum Data Elements to the System using the *.museum* Registry Protocol.
- 2.6 **License.** Registrar grants to MuseDoma a non-exclusive license to use the data elements it submits to the System for the purpose of operating the *.museum* top-level domain.
- 2.7 **Registrar's Registration Agreement.** Registrar agrees to follow the directions of MuseDoma as given from time to time in respect of the processing of applications and registrations for Domain Names. In particular Registrar shall:
- a) only accept applications that meet the criteria set out in the *.museum* Naming Conventions;

- b) check the identity of the Registrant in accordance with the Registration Process and the suitability of the application under the *.museum* Naming Conventions and where appropriate refer the application to the relevant ENS Organisation;
  - c) employ an electronic or paper registration agreement containing the minimum terms set out in Schedule 3;
  - d) require the Registrant to comply with the *.museum* Naming Conventions; and
  - e) ensure that the Registrants are made aware that:
    - i) the application must comply with the *.museum* Naming Conventions;
    - ii) the application must meet the registration criteria set out in the *.museum* Naming Conventions;
    - iii) submission of the application to the ENS Organization will be a pre-condition of registration for each Domain Name; and
    - iv) MuseDoma may reject or cancel any application or Domain Name registration that in its reasonable opinion fails to meet the above requirements.
- 2.8 **Secure connection.** Registrar agrees to develop and employ in its Domain Name registration business up-to-date technology and to follow the instructions given from time to time by MuseDoma to ensure that its connection to the System is secure. Each *.museum* Registry Protocol session shall be authenticated and encrypted in the manner set out in the Registration Process. Registrar agrees to notify MuseDoma of any breaches of security within four hours of learning of the breach, and must inform MuseDoma immediately if it becomes aware that its Registrar private key or password has been compromised in any way.
- 2.9 **Domain Name lookup capability.** Registrar agrees to employ in its Domain Name registration business MuseDoma's domain name lookup capability to determine if a requested Domain Name is available or currently unavailable for registration.
- 2.10 **Transfer of registrations.** Registrar agrees to implement transfers of Domain Name registrations from another registrar to Registrar and vice versa pursuant to the Registration Process.
- 2.11 **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 System registry records shall be conclusive.
- 2.12 **Compliance with terms and conditions.** Registrar agrees to comply with all other reasonable terms or conditions established by MuseDoma from time to time, to assure sound and efficient operation of the System.
- 2.13 **Employees.** Registrar agrees and undertakes to have sufficient employees to perform its obligations and functions as a Registrar under the terms of this Agreement.
- 2.14 **Resolution of technical problems.** Registrar agrees to employ the necessary employees, contractors, or agents with sufficient technical training and experience as reasonably required to deal with all technical problems concerning the use of the *.museum* Registry Protocol in conjunction with Registrar's systems. Registrar agrees that if in MuseDoma's reasonable opinion there is a possibility of significant degradation of the System or other

emergency, MuseDoma may temporarily suspend all or part of Registrar's access to the System.

- 2.15 **Insurance.** Registrar shall have in place a fully comprehensive insurance policy to cover its obligations and liabilities under this Agreement. This insurance shall cover the Registrar's obligations and liabilities to a minimum of \$1,000,000.
- 2.16 **Prohibited Domain Name registrations.** Registrar agrees to comply with the *.museum* Naming Conventions at all times and the other policies of MuseDoma that will be applicable to all Registrars and that will prohibit the registration of certain Domain Names which are not suitable to be registered under the *.museum* Naming Conventions, or which are prohibited by law, statute or regulation or similar instrument.
- 2.17 **Indemnification required of Registrants.** Registrar shall require each Registrant to indemnify, defend and hold harmless MuseDoma, and its directors, officers, members, employees, contractors, and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and professional fees and expenses arising out of or relating to the Registrant's Domain Name registration.

### 3 LICENSE

- 3.1 **License grant.** MuseDoma grants to Registrar a non-exclusive, non-transferable, worldwide limited license to:
- a) state that it is authorized by MuseDoma as a registrar of Domain Names;
  - b) use the logo specified by MuseDoma from time to time to indicate that Registrar is an authorised registrar of Domain Names;
  - c) link to pages and documents within the *.museum* website, provided they are not framed by other material; and
  - d) use the Licensed Products to provide Domain Name registration services.
- 3.2 **Limitations on use.** Unless it has obtained the prior written consent of MuseDoma, Registrar shall not:
- a) sublicense the Licensed Products or otherwise permit any use of the Licensed Products by or for the benefit of any party other than Registrar, including resellers;
  - b) decompile, reverse engineer, copy or re-engineer the Software for any unauthorized purpose; or
  - c) use or permit the use of the Licensed Products in violation of any international, national, federal, state or local rule, regulation or law, or for any unlawful purpose.
- 3.3 **Access to the System.** Registrar agrees to employ the necessary measures to prevent its rights of access to the System granted in this Agreement from being used for:
- a) the transmission of unsolicited e-mail communications to entities other than Registrar's actual customers;
  - b) high volume, automated, electronic processes that apply to MuseDoma for large numbers of Domain Names, except as reasonably necessary to register Domain Names or modify existing registrations; or

- c) high volume, automated, electronic, repetitive queries for the purpose of extracting data to be used for Registrar's purposes, except as reasonably necessary to register Domain Names or modify existing registrations.

3.4 **Changes to Licensed Products.** MuseDoma may from time to time make modifications to the Licensed Products. MuseDoma, or its designee, will provide Registrar with at least 60 days' notice prior to the implementation of any such changes that are material.

## 4 SUPPORT SERVICES

4.1 **Engineering support.** MuseDoma agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 am to 5 pm Central European Time or at such other times as may be agreed upon) to address engineering issues arising in connection with Registrar's use of the System.

4.2 **Customer service support.** MuseDoma will provide reasonable telephone, e-mail and general information on its website by way of customer service second-level support to Registrar solely relating to non-technical issues regarding the System. MuseDoma will provide Registrar with a telephone number and e-mail address for such support during implementation of the Licensed Products. MuseDoma may provide a Web-based customer service capability in the future and, if it does, such web-based support will become the primary method of customer service support to Registrar. First-level telephone support will be available on a 7 day/24 hour basis for requests that require the immediate attention of the *.museum* registry.

## 5 FEES

5.1 **Fees.** Registrar agrees to pay the Fees to MuseDoma for initial and renewal registrations of Domain Names and other services provided by MuseDoma. If Registrar collects Fees from a Registrant for multiple years for a Domain Name, Registrar will simultaneously forward the Fees to MuseDoma for all registered years. MuseDoma may revise the Fees in the manner set out in Schedule 4. All Fees are in United States Dollars.

5.2 **Payment of Fees.** In advance of incurring Fees, Registrar shall establish a deposit with MuseDoma and maintain such deposit with a minimum credit balance of an amount agreed with MuseDoma from time to time ("Deposit Account"). In the absence of such agreement, this amount is \$3,000 (USD). All Fees are due immediately upon receipt of registrations for Domain Names and/or upon provision of other services by MuseDoma. Payment shall be made by draw down of the deposit established by Registrar with MuseDoma.

5.3 **Alternative form of payment of Fees.** During the Term, MuseDoma may permit Registrar to select an alternative form of payment of Fees using an account operated by MuseDoma's designated registry services provider. MuseDoma will provide Registrar with information about the policies and procedures relating to such alternative form of payment of Fees when and if such option is made available.

5.4 **Non-payment of Fees.** Timely payment of Fees is a material condition of performance under this Agreement. If Registrar fails to pay any Fees due to MuseDoma, either for initial registrations of Domain Names or renewals within 30 days of the due date, then MuseDoma may (without prejudice to any other rights it has) stop accepting new registrations and/or delete from the System the registrations associated with invoices not



paid in full and give notice to Registrar to terminate this Agreement pursuant to clause 7.2.

- 5.5 **Reporting and audits.** Registrar will provide MuseDoma with access to its reports or provide a real time reporting facility via a password protected link showing the number of Domain Names it has registered and any other chargeable transactions in the *.museum* registry it has performed. During the Term of this Agreement and for one year thereafter, Registrar agrees to keep up-to-date, full and accurate accounts and entries to show the number of Domain Name registrations it has made and sums paid in order that MuseDoma may verify the Fees payable to MuseDoma from time to time. During this time, MuseDoma (or its authorized agent) shall be entitled to inspect and audit such records to verify the above information. In the event of an underpayment revealed by such audit, Registrar will promptly make good the underpayment and if such underpayment is 5% or more of the total amount of Fees due for the audited period, Registrar shall in addition reimburse MuseDoma the costs of the audit.

## **6 CONFIDENTIAL INFORMATION**

6.1 Each party shall:

- a) keep confidential all information (whether in written, oral or electronic form, provided if disclosed orally such information is, within 20 days of disclosure, described in writing, identified “Confidential” and sent to the receiving party) concerning the business and affairs of the other party and obtained in connection with this Agreement (“Confidential Information”);
- b) treat Confidential Information belonging to the other with the same degree of care that it uses for its own confidential information;
- c) not, without the prior written consent of the other, disclose Confidential Information belonging to the other, in whole or in part, to any other person save those of its employees, agents and authorized subcontractors who need to know the Confidential Information in question; and
- d) use the Confidential Information belonging to the other solely in connection with this Agreement and not otherwise for its own benefit or the benefit of any third party.

6.2 This clause 6 shall not apply to any information which:

- a) is or becomes public knowledge other than by breach of clause 6.1;
- b) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d) is independently developed without access to any Confidential Information belonging to the other.

## **7 Data Processing**

This Article 7 related to Data Processing establishes the Parties’ respective responsibilities for the Processing of Shared Personal Data under the RRA. It is intended to ensure that Shared Personal Data is Processed in a manner that is secure and in accordance with Applicable Laws and its defined Purpose(s). Though

this Data Processing is executed by and between the Registry and Registrar under the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

#### *7.1 PURPOSE, SUBJECT MATTER AND ROLES*

##### a) Purpose(s).

Processing of Shared Personal Data under this Agreement by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining domain names, as required of Registries and Registrars under the Applicable Agreements with ICANN, including to the extent those purposes serve to ensure the stability and security of the Domain Name System and to support the lawful, proper and legitimate use of the services offered by the Parties. Only Shared Personal Data is subject to the terms of this Article 7 related to the Data Processing.

##### b) Subject Matter.

This Article 7 related to the Data Processing sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Article 7 related to the Data Processing is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.

##### c) Roles and Responsibilities.

The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Article 7 related to the Data Processing:

- i. The details of Processing are established and set forth in Schedule 5;
- ii. Each Party and ICANN may act as either a Controller or Processor of Shared Personal Data as specified in Appendix C to the Temporary Specification; and
- iii. Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Article 7 related to the Data Processing, only the roles of the Registry and the Registrar are applicable.
- iv. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.

#### *7.2 FAIR AND LAWFUL PROCESSING*

- a) Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Article 7 related to the Data Processing and Applicable Laws.
- b) Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:
- i. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;
  - ii. Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
  - iii. Processing is necessary for compliance with a legal obligation to which the Controller is subject;
  - iv. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or
  - v. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

### *7.3 PROCESSING SHARED PERSONAL DATA*

- a) All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Article 7 related to the Data Processing. The Parties shall fully cooperate with each other to the extent necessary to effectuate corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.
- b) A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area (“EEA”) (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Article 7 related to the Data Processing and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU ‘Standard Contractual Clauses’. Where Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they may be found and downloaded, to be incorporated herein as part of this Agreement upon execution, at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or such link location as may be updated from time to time).
- c) A Party must immediately notify the other Party and ICANN if, in its opinion, ICANN’s instructions or requirements under Applicable Agreements infringes any Applicable Laws.
- d) All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.
- e) Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such

Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated herein but generally must include:

- i. Measures to ensure that only authorized individuals for the Purposes of the Processing can access the Shared Personal Data;
  - ii. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;
  - iii. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;
  - iv. The ability to restore the availability and access to Shared Personal Data in a timely manner;
  - v. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and
  - vi. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.
- f) To the extent that the Receiving Party contracts with any subcontractor, vendor or other third-party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Article 7 related to the Data Processing.
- g) The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Article 7 related to the Data Processing is and will remain fully liable for any such third party's acts where such party fails to fulfill its obligations under this Article 7 related to the Data Processing (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Article 7 related to the Data Processing) or under Applicable Laws.
- h) Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Article 7 related to the Data Processing, to the extent the cause of the breaching Party's negligent, willful or intentional acts or omissions.
- i) The Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data.
- j) The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must provide in accordance with Applicable Laws, to ensure that the Data Subjects understand how their Personal Data will be Processed.
- k) The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

l) A Party shall, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data, they will, where necessary, notify the other Parties, to enable the timely rectification of such data.

#### *7.4 SECURITY*

a) The Disclosing Party shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Receiving Party by employing appropriate safeguards and technical information security controls.

b) All Parties agree to implement appropriate technical and organizational measures to protect the Shared Personal Data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:

- i. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
- ii. Not leaving portable equipment containing the Shared Personal Data unattended;
- iii. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;
- iv. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
- v. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;
- vi. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Shared Personal Data, and ensuring that password security mechanisms are in place to prevent inappropriate access when individuals are no longer engaged by the Party;
- vii. Conducting regular threat assessment or penetration testing on systems as deemed necessary, considering the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with due regard to the nature of the data held, the cost of implementation, and the state of the art;
- viii. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and
- ix. Allowing for inspections and assessments to be undertaken by the Controller as to the security measures taken, or producing evidence of those measures, if requested.

#### *7.5 SECURITY BREACH NOTIFICATION*

a) Notification Timing. Should a Party become aware of any Data Security Breach by a sub-processor in relation to Shared Personal Data, and where such a Breach is of a material impact to the Data Processing, or is likely to have a material impact on the Parties, the

relevant Party should immediately notify the Parties, and the relevant Party shall provide immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.

b) Notification Format and Content. Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:

- i. A description of the nature of the incident and likely consequences of the incident;
- ii. Expected resolution time (if known);
- iii. A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;
- iv. The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and
- v. The name and phone number of a representative the Party may contact to obtain incident updates.

c) Security Resources. The Parties' may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the purpose of meeting its obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.

d) Failed Security Incidents. A failed security incident will not be subject to the terms of this Article 7 related to the Data Processing. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

e) Additional Notification Requirements. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:

- i. A complaint or objection to Processing or request with respect to the exercise of a Data Subject's rights under Applicable Laws; and
- ii. An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agency, or indications that such investigation or seizure is contemplated.

## 7.6 DATA SUBJECT RIGHTS

a) Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Article 7 related to the Data Processing, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.

b) Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request ("Subject Access Request"). The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

c) The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party, but any final decisions made by the Controller will govern.

d) The Parties agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

#### *7.7 DATA RETENTION AND DELETION*

Notwithstanding any requirements under the Applicable Agreements to the contrary, the Parties will retain Shared Personal Data only as necessary to carry out the Purposes or otherwise in accordance with the Temporary Specification and as permitted under Applicable Laws, and thereafter must delete or return all Shared Personal Data accordingly.

#### *7.8 TRANSFERS*

a) For the purposes of this Article 7 related to the Data Processing, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:

i. Transfers amongst the Parties for the Purposes contemplated in this Article 7 related to the Data Processing or under any of the Applicable Agreements;

ii. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;

iii. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;

iv. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and

v. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.

b) No Party shall disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

#### 7.9 RESOLUTION OF DISPUTES

a) In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) In respect of Data Security Breaches or any breach of this Article 7 related to the Data Processing, each Party shall abide by a decision of a competent court of the complaining Party's country of establishment or of any binding decision of the relevant Data Protection Authority.

#### 7.10 IMPACT OF CHANGES; NEW GUIDANCE

In the event the ICANN Board adopts changes to the Temporary Specification (a "**Triggering Event**"), then Registry may notify Registrar of the changes, and upon ICANN publication of the updated Temporary Specification to its website, the changes will also be adopted and incorporated automatically herein to this Agreement.

Registrar will be given thirty (30) days to accept or reject the proposed changes; rejection may result in termination of the RRA. If Registrar does not respond within thirty (30) days following notice, it is deemed to have accepted the changes to the Agreement, as applicable.

In the event Applicable Laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful processing of Shared Personal Data and there was no Triggering Event, the Parties agree that they will negotiate in good faith to review and update this Agreement in light of the new laws.

## 8 TERM OF AGREEMENT AND TERMINATION

8.1 **Term of the Agreement.** This Agreement will commence on the Effective Date and will continue through and including October 16, 2006, unless terminated earlier in accordance with the terms hereof. The Service Commencement Date will be no later than sixty (60) days from the Effective Date.

8.2 **Termination.** If either party fails to perform any of its obligations under this Agreement and such failure continues for seven days after notice of such failure is given to the party failing to perform by the other party, then the party giving notice of such failure may immediately, or at any time thereafter, terminate this Agreement by written notice to the party failing to perform, without prejudice to any remedies (whether set forth in this



Agreement or provided for by law or in equity) which might otherwise be available to the party giving notice for such failure. Upon such termination, MuseDoma shall be obligated only with respect to returning any monies remaining in Registrar's Deposit Account. Registrar will return to MuseDoma all Licensed Products, Software, Confidential Information, materials or equipment provided by MuseDoma to Registrar. Registrar will use good faith efforts to assist Registered Name Holders to identify another Registrar.

- 8.3 **Termination at option of Registrar.** Registrar may terminate this Agreement at any time by giving MuseDoma at least 60 days prior written notice of termination.
- 8.4 **Termination upon loss of Registrar's accreditation by ICANN or authorization by MuseDoma.** This Agreement shall terminate automatically if Registrar's accreditation by ICANN is terminated or expires without renewal.
- 8.5 **Termination in the event that MuseDoma loses authorization.** This Agreement shall terminate automatically if MuseDoma ceases to serve as the Sponsor for the *.museum* top-level domain.
- 8.6 **Termination due to material change.** Either party may terminate this Agreement upon 60 days prior written notice to the other if there is a material change in the operation, regulation, or authority of ICANN, or if there is a material change in the Sponsorship Agreement.
- 8.7 **Termination in the event of 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 (except for the purposes of a solvent reconstruction or amalgamation), or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.
- 8.8 **Effect of termination.** Upon expiration or termination of this Agreement, in so far as it is able, MuseDoma will complete the registration of all Domain Names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to MuseDoma for Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall:
- a) transfer its registered Domain Names to any other authorized registrar(s) where requested, in compliance with any procedures established or approved by, MuseDoma, ICANN or another competent body, as appropriate;
  - b) at MuseDoma's option either return to MuseDoma or certify to MuseDoma the destruction of all data, software and documentation it has received under this Agreement; and
  - c) pay MuseDoma all Fees due and outstanding.
- 8.9 **Survival.** In the event of termination of this Agreement, the following shall survive: (i) clauses 2.6, 2.7, 6, 7, 8.8, 9.4, 10, 12.1, 12.5, 12.6, 12.9 and 12.10; (ii) Registrant's obligations to indemnify, defend, and hold harmless MuseDoma, as stated in clause 2.17; and (iii) Registrar's payment obligations as set out in clause 5 with respect to Fees incurred during the Term of this Agreement. Neither party shall be liable to the other for losses or damages of any sort resulting solely from terminating this Agreement in

accordance with its terms but each party shall be liable for any loss or damage arising from any breach by it of this Agreement.

## **9 REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

9.1 **Registrar.** Registrar represents and warrants that:

- a) it is a corporation duly incorporated, validly existing and in good standing under the law of the place of incorporation as set forth above;
- b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor;
- d) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and
- e) it shall, in performing its obligations under this Agreement, comply with all applicable laws and regulations and that no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

9.2 **MuseDoma** represents and warrants that:

- a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- b) the execution, performance and delivery of this Agreement has been duly authorized by the Sponsor; and
- c) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by MuseDoma in order for it to enter into and perform its obligations under this Agreement.

9.3 **Disclaimer of Warranties.** The Licensed Products are provided "as-is" and without any warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, MUSEDOMA EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, TERMS AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. MUSEDOMA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCTS WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCTS WILL BE CORRECTED. FURTHERMORE, MUSEDOMA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE LICENSED PRODUCTS OR RELATED DOCUMENTATION IN TERMS OF THEIR ACCURACY, RELIABILITY, OR OTHERWISE, SHOULD THE LICENSED PRODUCTS PROVE DEFECTIVE.

9.4 **Indemnification.** Registrar, at its own expense and within thirty (30) days of presentation of a demand by MuseDoma under this clause, will indemnify, defend and hold harmless MuseDoma and its employees, directors, officers, members, representatives, agents and

affiliates, against any claim, suit, action, or other proceeding brought against MuseDoma, or any parent or subsidiary company or any affiliate of it based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement between Registrar and any Registrant; (iii) relating to Registrar's Domain Name registration business, including, but not limited to, Registrar's advertising, Domain Name application process, systems and other processes, fees charged, billing practices and customer service; (iv) any claim or action for infringement by MuseDoma of a third party's Intellectual Property Rights as a result of the Registrar's actions or omissions; or (v) relating to Registrar's collection or handling of Personal Data. In any such case: (a) MuseDoma will provide Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, MuseDoma will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses MuseDoma for its reasonable costs and expenses incurred in providing such assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without MuseDoma's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable legal and professional fees and costs awarded against or otherwise incurred by MuseDoma in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

## **10 LIMITATION OF LIABILITY.**

- 10.1 TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT ALWAYS TO CLAUSE 9.2, IN NO EVENT WILL MUSEDOMA BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE) TO REGISTRAR FOR ANY LOSS OF PROFIT, OR REVENUE, ANTICIPATED SAVINGS OR CONTRACT, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES OR CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF MUSEDOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2 NOTHING IN THIS AGREEMENT SHALL EXCLUDE THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE, OR FOR FRAUDULENT MISREPRESENTATION.
- 10.3 SUBJECT ALWAYS TO CLAUSE 9.2, THE AGGREGATE LIABILITY OF MUSEDOMA IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF \$3,000.

## **11 NOTICES**

- 11.1 **Notices.** All notices permitted or required by this Agreement will be in writing and signed by the party sending the notice and will be sent by reputable private overnight courier with established tracking capability (such as FedEx or UPS), postage pre-paid marked for next business day delivery to the party to be notified at the address set forth below. E-mail and facsimile notices are permitted provided such electronic notices are followed immediately by one of the other forms of written notification set forth above.

If to MuseDoma: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

With a separately delivered copy to:

Maureen Whalen, Esq.  
The J. Paul Getty Trust  
1200 Getty Center Drive, Suite 400  
Los Angeles, CA 90049-1681  
Fax: 310-440-6140

If to Registrar:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a separately delivered copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 12 MISCELLANEOUS

- 12.1 **No third party beneficiaries; relationship of the parties.** Other than as expressed herein, this Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registrant, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.
- 12.2 **Force Majeure.** Provided (i) it has given prompt notice of such to the other party and (ii) uses all reasonable efforts to rectify the situation as soon as possible, neither party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, industrial action, governmental or judicial acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other event or action beyond such party's reasonable control.
- 12.3 **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.
- 12.4 **Amendment in writing.** Any amendment or supplement to this Agreement shall be in writing and duly executed by both parties.

- 12.5 **Professional 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 legal or professional fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- 12.6 **Choice of Law, Venue.** The laws of the State of California will govern this Agreement as such law is applied to contracts entered into and entirely performed therein without regard to its principles of conflicts of law. All litigation arising from or relating to this Agreement will be filed and prosecuted before any court of competent subject matter jurisdiction in Los Angeles, California. The parties hereto consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts.
- 12.7 **Assignment/sublicense.** Registrar acknowledges that MuseDoma may delegate or subcontract its obligations under this Agreement to any party that in MuseDoma's opinion is reasonably capable of carrying out these duties. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Registrar shall not subcontract, assign, sublicense or transfer its rights or obligations under this Agreement, in whole or in part, to any third person without the prior express written consent of MuseDoma.
- 12.8 **Delays or omissions; waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any right or remedy under this Agreement, shall operate as a waiver of such right, or remedy; and no single or partial exercise or waiver of any such right or remedy shall preclude any other or further exercise of such right or remedy. Any such waiver shall only be effective where it is expressly set forth in writing and duly executed and delivered on behalf of the relevant party, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 12.9 **Construction.** The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- 12.10 **Intellectual Property.** Subject to clause 3, each party will continue to independently own its Intellectual Property Rights. For the avoidance of doubt, other than in respect of the license granted in clause 3, the Registrar is granted no further rights in any of MuseDoma's Intellectual Property Rights.
- 12.11 **Entire agreement; severability.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and (except where expressed otherwise) supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein provided that nothing in this Agreement shall limit either party's liability for fraudulent misstatement. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace

the unenforceable terms with enforceable terms that reflects such intent as closely as possible.

EXECUTED as an agreement.

For and on behalf of **MuseDoma.**

For and on behalf of **Registrar:**

By:

By:

Name (Print):

Name (Print):

Title:

Title:

Date:

Date:

## **Schedule 1: Registration Process**

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Operational standards, policies, procedures and practices

### **A. NEW DOMAIN NAME REGISTRATIONS**

#### **1 New Domain Name registrations**

New Domain Name registrations may be made for a period not exceeding two years.

#### **2 Registrant's eligibility to register a Domain Name**

- 2.1 Domain Names can be registered only to a Registrant who has a valid ENS ID, assigned by MuseDoma or one of its designated ENS Organizations.
- 2.2 An ENS ID can only be obtained through the means established by MuseDoma. The current procedures for obtaining an ENS ID may be seen at <http://ens.museum/> and are subject to modification. This is the only point of entry into the ENS process but MuseDoma may authorize its Registrars or other agents to establish alternative front ends to it.

#### **3 Information contained in ENS Auth ID Table**

- 3.1 Information about Registrant's eligibility to register Domain Names contained in the ENS\_Auth table ("Table") is available solely for the purpose of testing a Registrant's eligibility to register a Domain Name. This includes:
  - a) verification that the Registrant's name corresponds with the name contained in the Table; and
  - b) sending the ENS ID and password to the contact recorded in the Table.
- 3.2 Registrar is not permitted to use the information in the Table for any other purpose, including:
  - a) soliciting services whether or not related to the *.museum* top-level domain; and
  - b) downloading and accessing the information about entities that are not the clients of the Registrar.
- 3.3 The following information is available to Registrar from the Table:
  - a) if Registrar has both the ENS ID and the corresponding password, it can retrieve a complete relevant record from the Table for authentication purposes;
  - b) if Registrar has only the name of the Client or the ID without password, it can view the corresponding name or ENS ID and trigger re-sending of the ID and password to an address recorded in the Table. Registrar will be able to view an email address where the information was sent after the message was sent by the System;
  - c) the information described above will be available to Registrar through Inquire requests described in the *.museum* Registry Protocol.
- 3.4 Registrar cannot change information contained in the Table

## **B. DOMAIN NAME RENEWAL AND EXPIRATION**

### **4 Domain Name renewal**

Renewals can only be made for one-year periods up to 4 years in advance. No renewals are currently permitted for periods beyond October 16, 2006 and Registrars will be advised when this cut-off date has been changed.

### **5 Domain Name expiration**

Expired Domain Names will be automatically put on hold for 30 days and the Registrar will be notified by email or polling mechanism.

## **C TRANSFER OF SPONSORSHIP OF REGISTRATIONS BETWEEN REGISTRARS**

### **6 Registrar requirements**

6.1 The license agreement between each Registrar and its Registrant shall include a provision explaining that a Registrant will be prohibited from changing its Registrar during the first 60 days after registration or transfer of the Domain Name. Beginning on the 61st day after the registration or transfer, the procedures for changing the sponsoring Registrar set out in this schedule shall apply. Enforcement shall be the responsibility of the current Registrar of the Domain name ("First Registrar"). If a Registrant wants to change its Registrar for a Domain Name to another Registrar ("New Registrar"), then the New Registrar shall:

- a) obtain express authorization from an individual who has the apparent authority to legally bind the Registrant. The form of the authorization is at the discretion of the New Registrar. However, MuseDoma may instruct the New Registrar to supply the AuthInfo string as a proof that the authorization from the Registrant has been obtained;
- b) retain a record of reliable evidence of the authorization; and
- c) request, by the transmission of a transfer command as specified in the *.museum* Registry Protocol, that the registry database in the System be changed to reflect the New Registrar.

6.2 Transmission of a transfer command constitutes a representation on the part of the New Registrar that:

- a) the requisite authorization has been obtained from the Registrant listed in the registry database of the System; and
- b) the New Registrar will be provided with a copy of the authorization if and when requested.

6.3 If the First Registrar denies the requested change of Registrar, then the First Registrar must notify the New Registrar that the request was denied and the reason for the denial.

6.4 The First Registrar may deny the requested change in circumstances including:

- a) situations described in the Domain Management Policy .;
- b) bankruptcy of the Registrant;
- c) dispute over the identity of the Registrant; and



d) if the request to transfer the Domain Name occurs within the first 60 days after the registration with the First Registrar.

6.5 In all cases, the New Registrar shall respond to the email notice regarding the transfer request within seven days. Failure to respond will result in a default approval of the transfer.

6.6 Request for transfer is a billable transaction. The amount payable by the New Registrar is specified in the Fees.

## **7 Registry Requirements**

7.1 Upon receipt of the transfer command from the New Registrar, the System will transmit a notification via email or polling mechanism to both the First Registrar and the New Registrar.

7.2 MuseDoma shall complete the transfer if either:

- a) the First Registrar expressly approves the request; or
- b) the System does not receive a response from the First Registrar within seven days.

7.3 When the registry database in the System has been updated to reflect the change to the New Registrar, the System will transmit an email notification to the New and First Registrars.

## **8 Records of registration**

Each Registrant shall maintain its own records sufficient and appropriate to document and prove the initial Domain Name registration date, regardless of the number of Registrars with which the Registrant enters into a contract for registration services.

## **9 Limitations in the start-up period**

The transfer of sponsorship of Domain Name registrations between Registrars is not permitted During Phase 3 of the start-up plan, which is approximately six months from the commencement of the registration of Domain Names, as set forth in the Sponsorship Agreement.

## **Schedule 2: Registrar Acceptance Criteria**

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### **1 Authentication and access to the System**

Before connecting to the System, a Registrar must be authenticated by MuseDoma. This will be accomplished as follows:

- a) MuseDoma will verify via a phone call to the administrative contact the email address of the administrative contact shown on the data form provided to MuseDoma by Registrar; and
- b) Registrar will receive to the email address of the administrative contact a start-up password, which will enable Registrar to upload Registrar's public PGP key for authentication in the System.

### **2 Secure connection with the System and testing**

2.1 Before Registrar can connect to the Production system it must develop an application that

- a) interfaces with the System using the *.museum* Registry Protocol; and
- b) supports key interactions between the Registrar's systems and the System. All interactions can be tested on the Registry Test System.

2.2 After the application has been developed and interactions tested, the Registrar will schedule an appointment with MuseDoma to pass a formal Technical Acceptance Test.

### **3 Technical Acceptance Test**

3.1 MuseDoma or its agent will issue specific guidelines to proceed with the acceptance test and will monitor the test.

3.2 The acceptance tests will cover the protocol testing, and the domain, host, contact creation and modification transactions.

3.3 Readiness is to be interpreted in terms of readiness of Registrar's systems and sufficient understanding of the registration and record maintenance process.

3.4 The test results will be provided in a timely manner together with feedback for the Registrar who failed to pass the test.

### **4 Summary**

4.1 Registrar will receives permission to access the Production system once

- a) the Registrar is authenticated by MuseDoma ;
- b) the key interactions have been tested;
- c) MuseDoma can reasonably vouch that the Registrar is ready to proceed; and
- d) Registrar has the account balance as set out in the Registrar Agreement.

## **Schedule 3 Minimum Commitments Required from Registrants**

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### **1 Registrar's agency**

The Registrar acts as agent for MuseDoma for the sole purpose, and only to the extent necessary, to enable MuseDoma to receive the benefit of rights and covenants conferred on it under this agreement.

### **2 Terminology**

[Registrar will insert such definitions as deemed necessary by Registrar for the agreement between Registrar and Registrant. For the purposes of this Schedule 3, the definitions in the Agreement are used herein and shall have the same meanings as ascribed to them in the Agreement.]

### **3 Warranty**

Registrant warrants that:

- a) to the best of Registrant's knowledge and belief, neither its registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party; and
- b) the Domain Name complies with the Domain Management Policy.

Breach of this warranty will constitute a material breach.

### **4 Provision of registration data**

As part of the registration process, Registrant is required to provide certain information and agrees to update this information to keep it current, complete and accurate. This information includes:

- a) Registrant's full name, postal address, email address, voice telephone number, and fax number if available;
- b) the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
- c) the names of the primary nameserver and any secondary nameserver(s) for the Domain Name;
- d) the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the Domain Name;
- e) the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the Domain Name; and
- f) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Domain Name.

## 5 **Inaccurate or unreliable data.**

Registrant represents and warrants that the data provided in the Domain Name registration application is true, correct, up to date and complete, and that Registrant will continue to keep all the information provided up to date.

Registrant's willful failure promptly to update information provided, or any failure to respond for over 15 calendar days to inquiries by the Registrar, MuseDoma, or its designee, addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a Domain Name concerning the accuracy of contact details associated with any registration(s) or the registration of any Domain Name(s) registered by or through the Registrant, shall constitute a breach of this agreement and be a basis for cancellation of the Domain Name.

## 6 **Use of information**

Registrant acknowledges that information provided by the Registrant will be:

- a) **transmitted** to MuseDoma and MuseDoma's registry services provider for use therein;
- b) **publicly available** as required by ICANN; and
- c) **used** by the Registrar and MuseDoma and MuseDoma's registry services provider for inclusion in registers and databases produced by them.

## 7 **Correction of data**

Registrant may access data provided and rectify any incorrect data relating to Registrant through a registry key to be provided by Registrar, or similar means authorized by MuseDoma from time-to-time.

## 8 **Consent**

Registrant consents to the use of the information provided by it for the purposes set out in clause 6. If Registrant does not consent to the use of the information for the purposes set out in clause 6(c), then the Registrant must provide non-consent verification stating the name and address of the Registrant and signed by an appropriate authorized individual. This must be sent to *[insert address of Registrar]*

## 9 **Notice to third parties**

Registrant warrants that:

- a) it has provided, or will provide, to each third party individual whose personal details the Registrant has provided to Registrar, the same information about use of those details as set out in clauses 6, 7 and 8; and
- b) each third party individually has consented to use of its personal data for the purposes set out in this agreement.

**10 Use of information**

Neither the Registrar nor MuseDoma will process information in a manner incompatible with the purposes and limitations set out in clause 6.

**11 Reasonable precautions**

The Registrar and MuseDoma, and MuseDoma's registry services provider, will take reasonable precautions to protect personal information obtained from Registrant from loss, misuse, unauthorized access or disclosure, alteration or destruction.

**12 Limitation of liability**

To the extent permitted by law, Registrant agrees that neither the Registrar, MuseDoma, or MuseDoma's registry services provider, have any liability to the Registrant or the Registrant's agent for any loss Registrant may incur in connection with the processing of this agreement, the processing of any pre-registration application or application for a Domain Name, the processing of any authorized modification to the Domain Name's record during the covered registration period, or the failure by the Registrant's agent to pay a pre-registration or registration fee or renewal fee, or as a result of the application of the provisions of the relevant domain name dispute policy.

**13 Suspension, cancellation, transfer**

Registrant agrees that registration of its domain name shall be subject to suspension, cancellation or transfer by the Registrar or MuseDoma pursuant to any MuseDoma or ICANN adopted specification or policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN adopted specification or policy:

- a) to correct mistakes by Registrar, MuseDoma, or MuseDoma's registry services provider, in registering the Domain Name; and
- b) for the resolution of disputes concerning the Domain Name.

**14 Indemnity**

The Registrant agrees to indemnify, keep indemnified and hold the Registrar and MuseDoma, and their directors, officers, employees, contractors, members, and agents harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Registrant's Domain Name registration, or to the Registrant's use of the Domain Name.

**15 Submission to jurisdiction**

For the adjudication of disputes concerning or arising from the use of the Domain Name, the Registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdictions of the courts of:

- a) the Registrant's domicile; and
- b) the place where MuseDoma is located.

## 16 **Domain Name license**

Domain Names will be registered to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified shall, in the absence of extenuating circumstances, result in cancellation of the registration.

The Domain Name is personal to the Registrant, and the Registrant may not transfer or license the Domain Name to any other person.

## 17 **Changes to the Domain Management Policy**

The Registrant acknowledges that the Domain Management Policy is expected to evolve. Such changes may result in cancellation or non-renewal of the registration or a change of terms under which the registration may be maintained.

## 18 **Agreement with policies**

Registrant acknowledges that it has read and understood, and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are incorporated and made an integral part of this agreement:

- a) Uniform Domain Name Dispute Resolution Policy (“**UDRP**”). The UDRP applies to challenges to a registered Domain Name on the grounds that the Domain Name is identical with or confusingly similar to a trademark in which the complainant has rights; and
- b) Charter Eligibility Dispute Resolution Policy (“**CEDRP**”). The CEDRP applies to challenges to registered Domain Names on the grounds that the Registrant does not meet the criteria set forth in the Sponsored TLD Charter in the Sponsorship Agreement; and
- c) Eligibility Dispute Resolution Policy (“**EDRP**”). The EDRP applies to challenges to registered Domain Names or rejections by MuseDoma for a Domain Name on the grounds that the Registrant does not meet the eligibility criteria set forth in the *.museum* Naming Conventions

## 19 **Breach**

Registrant agrees that failure to abide by any provision of this agreement or any relevant Domain Name dispute policy may be considered by Registrar or MuseDoma as a material breach and that Registrar or MuseDoma may provide a notice describing the breach to the Registrant. If within 30 days of the date of the notice, the Registrant fails to provide evidence, which is reasonably satisfactory to the Registrar or MuseDoma (as the case may be) that it has not breached its obligations, then Registrar or MuseDoma may delete Registrant's registration of the Domain Name. Any such breach by a Registrant shall not be taken to be excused simply because the Registrar or MuseDoma did not act earlier in response to that, or any other, breach by the Registrant. Notice may be given by mail, facsimile, email or other electronic means.



**DETAILS OF THE PROCESSING**

**1. Nature and Purpose of Processing.** The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to the Article 9 related to the Data Processing, including as further instructed by Data Subjects.

**2. Duration of Processing.** The Parties will Process Shared Personal Data during the Term of the underlying RRA but will abide by the survival terms of the Article 9 related to the Data Processing for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.

**3. Type of Personal Data.** Data Subjects may provide the following Shared Personal Data in connection with the purchase of a domain name from a Registrar:

Registrant Name: Example Registrant  
Street: 1234 Admiralty Way  
City: Marina del Rey  
State/Province: CA  
Postal Code: 90292  
Country: US  
Phone Number: +1.3105551212  
Fax Number: +1.3105551213  
Email: registrant@example.tld  
Admin Contact: Jane Registrant  
Phone Number: +1.3105551214  
Fax Number: +1.3105551213  
Email: janeregistrar@example-registrant.tld  
Technical Contact: John Geek  
Phone Number: +1.3105551215  
Fax Number: +1.3105551216  
Email: johngeek@example-registrant.tld