



Registry Operator and ICANN agree to engage in good faith negotiations to replace this Appendix 3 with the Zone File Access provisions equivalent to that of new gTLD registry operators within 90 days after the final new gTLD Registry Agreement has been approved by the ICANN Board of Directors.

## 1. PARTIES

The User named in this Agreement (“User” or “you”) hereby contracts with Public Interest Registry, a Pennsylvania non-profit corporation ("Registry Operator") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry Operator from time to time, and to transfer a copy of the described Data to the User's Internet host machine specified below, under the terms of this Agreement. Upon execution of this Agreement by Registry Operator, Registry Operator will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

## 2. USER INFORMATION

(a) User: \_\_\_\_\_

(b) Contact Person: \_\_\_\_\_

(c) Street Address: \_\_\_\_\_

(d) City, State or Province: \_\_\_\_\_

(e) Country and Postal Code: \_\_\_\_\_

(f) Telephone Number: \_\_\_\_\_

(including area/country code)

(g) Fax Number: \_\_\_\_\_

(including area/country code)

(h) E-Mail Address: \_\_\_\_\_

(i) Specific Internet host machine which will be used to access Registry Operator's server to transfer copies of the Data:

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

IP Address: \_\_\_\_\_

(j) Purpose(s) for which the Data will be used: During the term of this Agreement, you may use the data for any legal purpose not prohibited under Section 4 below. You may incorporate some or all of the Data in your own products or services, and distribute those products or services for a purpose not prohibited under Section 4 below.

### **3. TERM**

This Agreement is effective for a period of three (3) months from the date of execution by Registry Operator (the "Initial Term"). Upon conclusion of the Initial Term, this Agreement will automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

**NOTICE TO USER: CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. YOU MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY TO OBTAIN A COPY OF .ORG TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOLS SPECIFIED IN SECTION 4 BELOW PURSUANT TO THESE TERMS.**

### **4. GRANT OF ACCESS**

Registry Operator grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry Operator from time to time, and to transfer a copy of the Data to the Internet host machine identified in

Section 2 of this Agreement no more than once per 24 hour period without the express prior written consent of Registry Operator using SFTP or HTTPS (or other registry operator defined retrieval mechanisms) for the purposes described in this Section 4. Registry Operator reserves the right to change the format of the Data and the specified access protocol, provided that the format will be compliant with standard Master File format as originally defined in RFC 1035, Section 5. Registry Operator will provide notice via Registry Operator's website no less than sixty (60) days prior to such change. You agree that you will:

(a) use this Data only for lawful purposes but that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. Registry Operator reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

(b) copy the Data you obtain under this Agreement into a machine-readable or printed form only as necessary to use it in accordance with this Agreement in support of your use of the Data.

(c) comply with all applicable laws and regulations governing the use of the Data.

(d) not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of Registry Operator, except that you may redistribute the Data insofar as it has been incorporated by you into a value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

(e) take all reasonable steps to protect against unauthorized access to, use, and disclosure of the Data you obtain under this Agreement.

## **5. FEE**

You agree to remit in advance to Registry Operator a quarterly fee of \$0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. Registry Operator reserves the right to adjust, with the approval of

ICANN, this fee on thirty days' prior notice to reflect a change in the cost of providing access to the files.

## **6. PROPRIETARY RIGHTS**

You agree that no ownership rights in the Data are transferred to you under this Agreement. You agree that any copies of the Data that you make will contain the same notice that appears on and in the Data obtained under this Agreement.

## **7. METHOD OF ACCESS**

Registry Operator reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, Registry Operator may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

## **8. NO WARRANTIES**

The Data is being provided "as-is." Registry Operator disclaims all warranties with respect to the Data, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **9. DATA FORMAT**

Registry Operator may change the format of the Data from time to time, in a manner that will not materially change the content of the Data (but which may affect other aspects of the content of the file, including, without limitation, comments, spacing and ordering), provided that the format will be compliant with standard Master File format as originally defined in RFC 1035, Section 5. Registry Operator will provide notice via Registry Operator's website not less than sixty (60) days prior to any such change.

## **10. SEVERABILITY**

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

## **11. NO CONSEQUENTIAL DAMAGES**

In no event shall Registry Operator be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if Registry Operator has been advised of the possibility of such damages.

## **12. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflicts of laws principles. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in the United States District Court for the Eastern District of Virginia or, if such court does not have subject matter jurisdiction over such claim, in the state courts of Virginia located in Fairfax County, Virginia. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located in Fairfax County, Virginia (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

## **13. TERMINATION**

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to Registry Operator at 1775 Wiehle Avenue, Suite 102A, Reston, VA, 20190 USA, Attention: Legal Dept. Registry Operator has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by Registry Operator or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

## **14. DEFINITION**

"Data" means all data contained in a DNS zone file for the Registry TLD as provided to TLD nameservers on the Internet.

## **15. WAIVER**

Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

## **16. ENTIRE AGREEMENT**

This is the entire agreement between you and Registry Operator concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

Registry Operator Limited

By:

(sign)

Name:

(print)

Title:

Date:

User:

By:

(sign)

Name:

(print)

Title:

Date:

### **ASSIGNED USERID AND PASSWORD**

(To be assigned by Registry Operator upon execution of this Agreement):

USERID:      PASSWORD: