

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) effective as of the date of the last signature below (the “**Effective Date**”), is by and between Amazon EU S.à.r.l., a Société à Responsabilité Limitée having its principal place of business in Luxembourg (“**Amazon EU**”) and Amazon Registry Services, Inc., a corporation having its principal place of business in Washington, United States (“**ARSI**”). Amazon EU and ARSI are collectively referred to as the “**Parties**”, and each individually is a “**Party**.”

RECITALS

WHEREAS, Amazon EU has entered into a Registry Agreement with Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation (“**ICANN**”), pursuant to which ICANN designates Amazon EU as the registry operator for the .SMILE Top-Level Domain (“**TLD**”).

WHEREAS, Amazon EU wishes to assign and transfer its rights and obligations under the Registry Agreement to ARSI, and ARSI wishes to accept and assume Amazon EU’s rights and obligations under the Registry Agreement.

WHEREAS, ARSI is an existing operator of the generic top-level domain .MOI string by assignment from Amazon EU of the Registry Agreement for .MOI string.

WHEREAS, Amazon EU, through its representatives, has previously consulted informally with ICANN staff via the ICANN Generic Domains Division portal regarding the assignment and assumption of the Registry Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption. Subject to Paragraph 2, Amazon EU hereby assigns, transfers, and conveys to ARSI all of Amazon EU’s rights, title and interest in, to and under the Registry Agreement, and ARSI hereby assumes and agrees to perform, discharge and satisfy when due in accordance with its terms, all of Amazon EU’s obligations and liabilities under the Registry Agreement as of the Effective Date. Amazon EU hereby assigns to ARSI all claims, causes of action and rights to enforcement whether existing as of the date hereof or arising in the future, arising out of or relating to the Registry Agreement.

2. Consent of ICANN. The Parties acknowledge that, pursuant to Section 7.5 of the Registry Agreements, the assignment of the Registry Agreements set forth in Paragraph 1 requires and is subject to the prior written consent of ICANN, which consent Amazon EU has sought. If ICANN provides to Amazon EU its written objection to the assignment of the Registry

Agreement within ten (10) calendar days of Amazon EU's notice to ICANN of such assignment, then this Agreement shall terminate. In that event, the proposed assignment and assumption of the Registry Agreement for the TLD shall not occur; and Amazon EU shall, as between Amazon EU and ARSI, retain all right, title, and interest in, to and under the Registry Agreement for the TLD.

3. Substitution in Registry Agreement. The Parties hereby agree that ARSI shall be substituted for Amazon EU as the Registry Operator for all purposes of the Registry Agreement

4. Non-waiver. The Parties hereby acknowledge that ICANN's consent to Amazon EU's assignment of the Registry Agreement to ARSI does not waive any rights ICANN may have to take action with respect to the performance of covenants, obligations, and agreements of Amazon EU under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by Amazon EU prior to the Effective Date.

5. Further Assurances. Each Party hereto agrees to execute and deliver promptly upon request of the other party hereto such further documents or information and to do, or cause to be done, such further acts and things as may be necessary or appropriate to complete the transactions contemplated hereby, including, without limitation, to take such actions and make any appropriate submissions to ICANN as may be necessary.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date first stated above

Amazon EU S.à.r.l.
By: [Redacted]
Name: Eva Gehlin
Title: Manager
Dated: December 22nd, 2014
Address:
5 Rue Plaetis
Luxembourg L-2338
Luxembourg

DocuSigned by:
Amazon Registry Services, Inc.
By: [Redacted]
Name: Aaron McGrath
Title: Vice President
Dated: 12/23/2014
Address:
410 Terry Ave. N
Seattle, WA 98109
USA