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D RA F T

Registry Data Escrow Agreement

Beginning Date: _____

between

Name Registry Operator
as Registry Operator

and

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS
as Beneficiary

and

ESCROW4ALL B.V.
as Escrow Agent

ESCROW4ALL

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ESCROW4ALL

General

This Registry Data Escrow Agreement (this "Agreement") is made as of (the "Beginning Date"), by and between _____("Registry Operator") and ESCROW4ALL B.V. ("Escrow Agent" or "Escrow4all").

The Internet Corporation for Assigned Names and Numbers ("ICANN") shall be considered an intended third-party beneficiary of this Agreement and may claim under this Agreement and shall be bound by the terms and conditions contained herein to the extent related to enforcement of its rights as a third-party beneficiary.

All capitalized terms not defined herein shall have the meaning set forth in the Registry Agreement dated _____ 202_ by and between Registry Operator and ICANN in relation to the _____ top level domain (as amended from time to time, the "Registry Agreement").

Recitals

(a) Registry Operator and ICANN have entered into the Registry Agreement, which requires Registry Operator, during the term of the Registry Agreement, to ensure the submission of certain domain name registration data to a reputable escrow agent to be held in escrow.

(b) Concurrent with the execution of this Agreement by Escrow Agent and Registry Operator, Escrow Agent shall provide ICANN with a Certification of Usage (as defined below) in accordance with the terms of this Agreement.

(c) Pursuant to the Registry Agreement, Registry Operator shall ensure the periodic delivery to Escrow Agent of an electronic copy of all registry data, in accordance with Specification 2 of the Registry Agreement (incorporated herein by reference, and, as modified from time to time, the "Escrow Specification", subject to Section 17.7.c). Each such delivery shall be referred to as a "Deposit".

(d) Registry Operator and ICANN desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

(e) Escrow Agent shall issue an Escrow Protection Certificate (as defined below) to ICANN in accordance with the terms of this Agreement confirming that ICANN has been named as a third party beneficiary under this Agreement and accordingly has the benefit of the escrow under this Agreement.

Now, therefore, in consideration of the promises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. *Certificates.*

Concurrent with the execution of this Agreement by Escrow Agent and Registry Operator, Escrow Agent shall (A) issue a certificate to ICANN substantially in the form set out in Appendix 1 (the "Escrow Protection Certificate") confirming that ICANN has been named as a third party beneficiary under this Agreement and that ICANN accordingly has rights under this Agreement and (B) certify to ICANN by signing the certification in Appendix 2 (the "Certification of Usage") that the Template (as defined in Appendix 2) was used for purposes of this Agreement, that this Agreement has not been edited or modified in any material respect from the Template, and that the Agreement meets the requirements of the Escrow Specification. Registry Operator shall confirm such certification provided in the foregoing clause (B) by countersigning the Certification of Usage.

2. *Deposits.*

There will be two types of "Deposits": Full and Differential, both of which shall contain all data required to be deposited pursuant to the Registry Agreement.

2.1 "Full Deposit" will consist of registry data that reflects the state of the registry as of 00:00:00 UTC (Coordinated Universal Time) on the day that such Full Deposit is submitted to Escrow Agent.

2.2 "Differential Deposits" means data that reflects all transactions in the registry that were not reflected in the last previous Full Deposit or Differential Deposit, as the case may be. Each Differential Deposit will contain all data reflecting the registry transactions since the previous Deposit was completed as of 00:00:00 UTC on each day, other than Sunday. Differential Deposits must include complete data as specified in Section 4 below that were not included in or has changed since the most recent Full Deposit or Differential Deposit (i.e., all additions, modifications or removals of data).

3. *Schedule for Deposits.*

Registry Operator shall submit Deposits on a daily basis as follows:

3.1 Each Sunday, a Full Deposit must be submitted to Escrow Agent by 23:59 UTC; and

3.2 For each of the other six days of the week, a Full Deposit or the corresponding Differential Deposit must be submitted to Escrow Agent by 23:59 UTC on such calendar day.

4. *Format of Deposits.*

The Deposits to be submitted by Registry Operator to Escrow Agent under this Agreement must be formatted in accordance with the following specifications:

4.1 The data in each Deposit, such as domains, contacts, name servers, registrars, etc., will be compiled into a file constructed as described in RFC 8909 (see Registry Data Escrow Specification at https://datatracker.ietf.org/doc/html/rfc8909) and RFC9022 (see Domain Name Registration Data (DNRD) Objects Mapping at https://datatracker.ietf.org/doc/html/rfc9022) collectively, the "DNDE Specification". The DNDE Specification describes certain data elements as optional; if Registry Operator uses such elements, Registry Operator will include those data elements in the Deposits.

4.2 For purposes of complying with the requirements of Section 4.1 and Section 7.5, Registry Operator will follow the version of the DNDE Specification available at the time of signing this Agreement or newer. Registry Operator shall comply with any Request for Comments ("RFCs") published in the future by the Internet Engineering Task Force (IETF) relating to the DNDE Specification, including all successor standards, modifications or additions thereto as soon as reasonably practicable, but in no event later than 180 calendar days after such publishing.

4.3 Registry Operator shall identify to Escrow Agent the Deposit format (CSV or XML) under the DNDE Specification that it will use for Deposits. Verification of Registry Operator's Deposits shall be based on the Deposit format identified by Registry Operator. Registry Operator may change the Deposit format that it uses for Deposits to other formats acceptable under the DNDE Specification provided that Registry Operator shall identify such new format in writing to Escrow Agent and ICANN in advance of its first Deposit using the new format.

4.4 **Extensions**. If Registry Operator offers Additional Services (as defined in the Registry Agreement) that require submission and escrowing of additional data that is not included above, additional "extension schemas" (as described in the Escrow Specification) shall be defined on a case-by-case basis to represent that data. Registry Operator shall notify Escrow Agent regarding Deposit formats and "extension schemas" that are defined on a case-by-case basis, and shall require ICANN and Registry Operator to agree on such "extension schemas". Data related to the "extension schemas" will be included in the Deposits required hereunder. Such "extension schemas" may require additional fees and/or services from Escrow Agent which shall be mutually agreed in writing between the Registry Operator and Escrow Agent and payable in accordance with the terms of this Agreement. If Escrow Agent is unable to support such "extension schemas" the Escrow Agent may terminate this Agreement pursuant to Section 14.2.2.

5. *Deposit Procedures.*

The Deposits to be submitted by Registry Operator to Escrow Agent under this Agreement must be processed and named in accordance with the following specifications:

5.1 **Processing of Deposit files**. Each Full Deposit and Differential Deposit shall be processed and electronically delivered in encrypted form to Escrow Agent fully in accordance with the process described in the Escrow Specification and Escrow Deposit Guidelines as detailed in Appendix 4.

5.2 **Distribution of Public Keys**. Each of Registry Operator and Escrow Agent will distribute its public keys (OpenPGP / SSH Keys) to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified by each such party. Each Party will confirm receipt of the other Party's public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted via offline methods, like in person meeting, telephone, etc. In this way, public key transmission is authenticated to a user able to send and receive mail via a mail server operated by the distributing party. Escrow Agent and ICANN will exchange public keys by the same procedure.

6. *Notification of Deposits.*

6.1 Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Deposit and states that the Deposit has been inspected by Registry Operator and is complete and accurate. Registry Operator will include the Deposit's "id" and "resend" attributes in such statements, as described in the DNDE Specification. Such written statements shall be delivered to Escrow Agent in a manner agreed to by Registry Operator and Escrow Agent, and shall be delivered to ICANN using the API described in http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of the Escrow Specification ("Interface Specification").

6.2 For purposes of complying with the requirements of Section 6.1, Registry Operator will follow the draft version of the Interface Specifications available at the time of signing this Agreement or newer, if not already a RFC. Once the Interface Specification is published as an RFC, Registry Operator will follow such Interface Specification as soon as reasonably practicable, but in no event later than 180 calendar days after such publishing.

7. *Verification.*

7.1 Within twenty-four hours after receiving each Deposit (including any Deposit made to correct or remediate a prior Deposit), Escrow Agent must verify the format and completeness of each such Deposit by performing the verification procedures specified in Section 7.5 ("Verification Procedures"). If Escrow Agent receives a scheduled Deposit in accordance with the schedule specified in Section 3 but Escrow Agent is not able to carry out the Verification Procedures on such Deposit for example because (without limitation) there are missing files, invalid filenames or wrong keys used to encrypt the Deposits then Escrow Agent shall notify the Registry Operator of such invalid Deposit ("Invalid Deposit Notice"). Upon Registry Operator's receipt of any Invalid Deposit Notice, Registry Operator must promptly develop modifications, updates, corrections, and other fixes of the Deposit necessary for Escrow Agent to be able to carry out the Verification Procedures on such Deposit and deliver such corrected or remediated Deposit to Escrow Agent as promptly as possible.

7.2 If Escrow Agent does not receive any scheduled Deposit pursuant to the schedule specified in Section 3, including where Escrow Agent has not received a corrected Deposit that can be subjected to the Verification Procedures following service of an Invalid Deposit Notice, Escrow Agent must notify Registry Operator and ICANN of such failure, within twenty-four hours following the delivery deadline for such Deposit (a "Deposit Receipt Failure Notice"). The verification required by this Section 7 shall be based upon the Deposit format defined in Section 4.

7.3 For each Deposit, Escrow Agent must also notify Registry Operator and ICANN, in each case within twenty-four hours of the receipt of such Deposit, as to whether such Deposit passed or failed the Verification Procedures (a notice of any failed Deposit, a "Deposit Verification Failure Notice", a notice of any passed Deposit, a "Deposit Verification Pass Notice"). Upon Registry Operator's receipt of any Deposit Verification Failure Notice, Registry Operator must promptly develop modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to be delivered and pass the Verification Procedures and deliver such corrected or remediated Deposit to Escrow Agent as promptly as possible. In accordance with Section 7.1, within twenty-four hours, after receiving each corrected or remediated Deposit, Escrow Agent shall apply the Verification Procedures on each such Deposit and within 24 hours of receipt of such Deposit serve on ICANN and Registry Operator either a Deposit Verification Failure Notice or Deposit Verification Pass Notice in respect of such Deposit (as relevant).

7.4 All notices required to be provided by Escrow Agent under this Section 7 shall be provided to Registry Operator either by email, facsimile or telephone, and to ICANN electronically using the API described in the Interface Specification.

7.5 The verification procedure that Escrow Agent will carry out on each Deposit is as follows:

(1) The signature file of each processed file is validated.

(2) If processed files are pieces of a bigger file, the latter is put together.

(3) The file obtained in the previous step is then decrypted and uncompressed.

(4) Each data file contained in the previous step is then validated against the format defined in the DNDE Specification.

(5) The extended verification process as well as any other verification processes contained in the DNDE Specification will be applied at this step.

If any discrepancy is found in any of the above steps, the Deposit will be considered incomplete.

8. *Integrity and Confidentiality.*

8.1 **Integrity**. Escrow Agent shall:

(a) hold and maintain the Deposits in a secure, locked, and environmentally safe facility, which is accessible only to authorized representatives of Escrow Agent;

(b) protect the integrity of the Deposits using commercially reasonable measures;

(c) keep and safeguard each Deposit for one year. Escrow Agent may destroy all Deposits that are older than one full year from the date of deposit.

8.2 **Audits**. ICANN and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours. ICANN and Registry Operator may designate a third-party auditor to audit Escrow Agent's compliance with the requirements of this Agreement from time to time upon reasonable prior notice and during normal business hours. If ICANN or Registry Operator elects to have its authorized representative perform such audit, the authorized representative, excluding any agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to Escrow Agent. However, Escrow Agent reserves the right to reasonably refuse or limit such access to anyone who is a competitor of Escrow Agent with respect to the offering of data escrow services. While ICANN, Registry Operator or their authorized representative is on

Escrow Agent's premises, they agree to comply with the Escrow Agent's safety and security policies as communicated by Escrow Agent to such party during the visit.

8.3 **Confidentiality**. Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not use or disclose any Deposit (or any copies of any Deposit) to any third parties. Escrow Agent may disclose copies of any Deposits to Registry Operator or to any BERO (as defined in Section 17.5) with Registry Operator's written consent. Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 10.7 or 13 of this Agreement), Escrow Agent shall promptly notify Registry Operator and ICANN, unless prohibited by law, and reasonably cooperate with Registry Operator and/or ICANN to support efforts to quash or limit any disclosure, at such party's expense; provided, however, that if no such quashing or limiting order or other ruling is obtained, or if an immediate disclosure is ordered, Escrow Agent shall be permitted to disclose such information as it is legally required to disclose. Should ICANN and/or Registry Operator request additional assistance from Escrow Agent, such requesting party shall pay Escrow Agent's standard and reasonable charges or as quoted upon submission of a detailed request. So long as Escrow Agent complies with this Section 8.3, if any attempt to quash or limit any disclosure prove unsuccessful, Escrow Agent shall not be held liable for any disclosure required by such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

9. *Copies.*

Escrow Agent may be permitted to duplicate any Deposit, in order to comply with the terms and provisions of this Agreement.

10. *Release of Deposits to ICANN.*

Escrow Agent shall make available for electronic download (unless otherwise agreed) to ICANN or its designee (as designated by ICANN to Escrow Agent in writing), within twenty-four hours, at Registry Operator's expense, all Deposits in Escrow Agent's possession following Escrow Agent's receipt of either (a) a written request from Registry Operator to effect such delivery to ICANN, or (b) one of the following written notices by ICANN stating that:

10.1 the Registry Agreement has expired without renewal, or been terminated; or

10.2 ICANN (a) has not received a Deposit Verification Pass Notice or a Deposit Verification Failure Notice or a Deposit Receipt Failure Notice (each a "Deposit Notice") from Escrow Agent within five calendar days of a Deposit's scheduled delivery date pursuant to Section 3; (b) has given notice to Escrow Agent and Registry Operator of its non-receipt of such Deposit Notices; and (c) has not, within seven calendar days of the date of ICANN's notice described in clause (b) to Escrow Agent and Registry Operator, received a Deposit Notice from Escrow Agent for such Deposit; or

10.3 ICANN (a) has received a Deposit Receipt Failure Notice or Deposit Verification Failure Notice from Escrow Agent relating to a Full Deposit that was scheduled to be received on a Sunday; (b) has given notice to Escrow Agent and Registry Operator of ICANN's receipt of any such notice; and (c) has not, within seven calendar days of the date of ICANN's notice described in clause (b) to Registry Operator and Escrow Agent, received a Deposit Verification Pass Notice from Escrow Agent for such Full Deposit; or

10.4 ICANN (a) has received at least five Deposit Receipt Failure Notices and/or Deposit Verification Failure Notices from Escrow Agent relating to Differential Deposits that were scheduled to be received on any day other than a Sunday within any thirty consecutive calendar day period; (b) has given notice to Registry Operator and Escrow Agent of the receipt of such notices; and (c) has not, within seven calendar days of the date of ICANN's notice described in clause (b) to Registry Operator and Escrow Agent, received a Deposit Verification Pass Notice from Escrow Agent for

such Differential Deposits; or

10.5 Registry Operator has: (a) ceased to conduct its business in the ordinary course; or (b) filed for bankruptcy, become insolvent or anything analogous to any of the foregoing under the laws of any jurisdiction anywhere in the world; or

10.6 Registry Operator has experienced a failure of critical registry functions and ICANN has asserted its rights pursuant to Section 2.13 of the Registry Agreement; or

10.7 a competent court, arbitral, legislative, or government agency mandates the release of the Deposits to ICANN; or

10.8 pursuant to, and in connection with, Contractual and Operational Compliance Audits conducted under Section 2.11 of the Registry Agreement.

Escrow Agent will provide ICANN with an emergency contact (email and phone) available 24 hours a day every day of the year that speaks English. After ICANN informs the emergency contact of a Deposit release, Escrow Agent must release the Deposits from the last seven days within 24 hours of receiving such call as specified in this provision provided that Escrow Agent has received one of the written notices detailed in Sections 10.1 to 10.8 (as relevant) electronically signed with the private key that corresponds to ICANN's OpenPGP public key that was exchanged with Escrow Agent as specified in Section 5.3. Thereafter, from time to time, ICANN shall be entitled to request that Escrow Agent release additional Deposits in amounts of up to 24 Deposits per request, and Escrow Agent shall release to ICANN such requested Deposits within 48 hours of ICANN's request; provided, however, that Escrow Agent shall not be obligated to fulfill a new release request until the previous release request has been released.

11. Procedure After Release.

11.1 **Objection Notice**. Upon release of any Deposits to ICANN pursuant to Section 10, Registry Operator shall have ten calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN pursuant to the terms of this Agreement, and request that the issue of whether ICANN was entitled to release of such Deposits be resolved pursuant to the dispute resolution procedures in Article 5 of the Registry Agreement (which are hereby incorporated by reference as between Registry Operator and ICANN) (the "Dispute Resolution Procedures"). Registry Operator and ICANN agree to resolve any disputes they may have as between themselves hereunder, including any objections to release of the Deposits pursuant to Section 10, solely through the Dispute Resolution Procedures. For the avoidance of doubt, Escrow Agent is not a party to the Registry Agreement and is not bound by its terms but Escrow Agent agrees to work in good faith with Registry Operator and ICANN to facilitate the resolution of any proceedings relating to this Agreement. The Parties agree that the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to ICANN pursuant to Section 10. For the avoidance of doubt, while the Dispute Resolution Procedures are pending, ICANN shall be entitled to release of additional Deposits covered under the release request which is the subject of such pending Dispute Resolution Procedures.

11.2 **Withdrawal of Objection Notice**. Registry Operator may, at any time, notify Escrow Agent and ICANN that it wishes to withdraw its Objection Notice.

11.3 **Dispute Resolution Decisions**.

(a) If the release of Deposits to ICANN is determined by the Dispute Resolution Procedures as valid and proper, ICANN shall retain the Deposits.

(b) If the release of Deposits to ICANN is determined by the Dispute Resolution Procedures to have been improper, ICANN shall promptly return or destroy, at Registry Operator's discretion, the Deposits received by ICANN under Section 10.

(c) Registry Operator shall continue to make scheduled Deposits following any Objection Notice, which, if it is determined that the release of the Deposits

subject to the Objection Notice was valid and proper, such Deposits will also be released to ICANN in accordance with Section 10.

12. *Indemnification.*

Registry Operator shall indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees, members and stockholders ("Escrow Agent Indemnitees") absolutely and forever from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitees in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees hereunder, with the exception of any claims based on the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members and stockholders. Escrow Agent shall indemnify and hold harmless Registry Operator and ICANN, and each of their respective directors, officers, agents, employees, members and stockholders ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, and contractors.

13. *Interpleader.*

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. With the exception of any claims based on the breach or negligence of Escrow Agent in connection with this Agreement, any and all costs incurred by Escrow Agent in connection with any dispute under this Agreement and/or in connection with any dispute being resolved pursuant to the Dispute Resolution Procedures, including reasonable attorneys' fees and costs, shall be borne by the Registry Operator.

13.2 Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

14. *Term and Termination.*

14.1 **Term**. This Agreement shall commence on the Beginning Date and shall continue until terminated in accordance with Section 14.2.

14.2 **Termination**. This Agreement shall terminate upon the occurrence of any of the following:

14.2.1 Termination of this Agreement by Registry Operator on not less than 90 days' prior written notice to Escrow Agent and ICANN; or

14.2.2 Termination of this Agreement by Escrow Agent on not less than 90 days' prior written notice to Registry Operator and ICANN of Escrow Agent's intent to terminate this Agreement; provided that Escrow Agent shall, at Registry Operator's expense, provide reasonable assistance to Registry Operator and ICANN, including the storage of Deposits for up to an additional 90 days following the date of termination of this Agreement (which shall be charged at the rate in force at the time Escrow Agent provides the notice described in this Section 14.2.2), in the transition of the Deposits to a new escrow agent; or

14.2.3 Termination of this Agreement by Escrow Agent pursuant to Section 15.5; or

14.2.4 Termination pursuant to Section 17.16.

14.3 **Release of Deposit to ICANN Upon Termination**. Unless Escrow Agent has previously released the Deposits to ICANN or its designee, Escrow Agent will immediately deliver all Deposits to ICANN upon termination of this Agreement.

15. *Fees and Payments.*

15.1 Subject to Section 15.2, Registry Operator shall pay to Escrow Agent the applicable fees and charges listed in Appendix 4 and any additional fees agreed pursuant to Section 4.2 as compensation for Escrow Agent's services under this Agreement.

15.2 **Payments by a third party**. Registry Operator may appoint a third party to assume responsibility for payment of Escrow Agent's applicable charges under this Agreement (a "Third Party Payer") by submitting a third party payment agreement in the form attached at Appendix 6 signed by the Registry Operator and the Third Party Payer ("Third Party Paying Agreement"). Upon receipt of a duly signed Third Party Paying Agreement, Escrow Agent shall invoice the Third Party Payer for all of Escrow Agent's applicable charges under this Agreement. If the Third Party Paying Agreement terminates, Registry Operator shall be liable to pay Escrow Agent's applicable fees and charges payable under this Agreement with effect from the date of termination of such Third Party Paying Agreement. Escrow Agent shall inform Registry Operator in writing of the fees and charges payable. Escrow Agent warrants that such fees will not be greater than Escrow Agent's standard list price for registry data escrow services in force at the date of termination of the Third Party Paying Agreement (subject to Escrow Agent's right to review fees in accordance with Section 15.3).

15.3 **Varying Fees**. Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and at a rate equal to the most recently published annual increase in the Consumer Price Index as published by the Dutch Central Statistical Office (cbs.nl). However, in no circumstances, the increase shall exceed 5.0% (five percent) of the then current standard fees and charges.

15.4 **Payment**. Invoices are payable within 30 days from the date of the relevant Escrow Agent invoice. All payments due under this Agreement are non-refundable and shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where a Party is expressly permitted to do so by law or order of a court of competent jurisdiction.

15.5 **Non-payment**. If Registry Operator or the Third Party Payer (as the case may be) fails to pay any established fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to the Registry Operator and, if applicable, the Third Party Payer of non-payment of any such past-due fees hereunder. The Registry Operator and, if applicable, the Third Party Payer shall have fifteen calendar days after receipt of such notice from Escrow Agent to pay the past-due fee(s) (the "Grace Period"). If the Registry Operator and, if applicable, the Third Party Payer fails to pay in full all such past-due fees during the Grace Period, Escrow Agent shall give notice of non-payment of any past-due fees to ICANN and, in that event, ICANN shall have the option of paying the past-due fees within fifteen calendar days of receipt of such notice from Escrow Agent. If neither the Registry Operator, Third Party Payer (if applicable) or ICANN pays the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to Registry Operator and ICANN. Upon payment by ICANN of any past-due fees owed by Registry Operator, ICANN shall have a claim for such amount against Registry Operator, which Registry Operator shall be required to submit to ICANN together with the next fee payment due under the Registry Agreement. For the avoidance of doubt, the appointment of a Third Party Payer shall not relieve Registry Operator of its payment obligations under this Agreement in the event of Third Party Payer's failure to make timely or complete payments due under this Agreement.

16. *Ownership of Deposits.*

Ownership of the Deposits during the effective term of the Registry Agreement shall remain with Registry Operator at all times. Thereafter, Registry Operator shall assign any such ownership rights (including intellectual property rights, as the case may be) in such Deposits to ICANN. In the event that during the term of the Registry Agreement any Deposit is released from escrow to ICANN pursuant to this Agreement, any intellectual property rights

held by Registry Operator in the Deposits will automatically be licensed on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

17. *Miscellaneous.*

17.1 **Remedies**. For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or other writing signed or presented by a person with apparent authority to act on behalf of Registry Operator or ICANN.

17.2 **Dispute Resolution**. Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement solely pursuant to the dispute resolution procedures in Article 5 of the Registry Agreement.

17.3 **Limitation of Liability**.

17.3.1 Except to the extent of any party's breach of its confidentiality obligations hereunder, no party shall be liable under this Agreement for any special, indirect, incidental, exemplary, punitive or consequential damages hereunder, including but not limited to, lost profits or revenue or loss of goodwill.

17.3.2 In the event that any liability should arise between Registry Operator and ICANN under this Agreement, then the liability limitations of Article 5.3 of the Registry Agreement shall also apply as between ICANN and Registry Operator.

17.3.3 Nothing in this Section 17.3 excludes or limits the liability of either Registry Operator or Escrow Agent for gross negligence or willful misconduct.

17.3.4 Subject to Sections 17.3.1, 17.3.2, 17.3.3 and 17.3.5, the total liability of Escrow Agent with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall be limited to an amount up to ten times of the then annual fees paid to Escrow Agent under this Agreement but under no circumstances more than US$ 250,000 (two hundred and fifty thousand American dollars) in total.

17.3.5 As between Registry Operator and ICANN the liability limitations of the Registry Agreement apply.

17.3.6 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Registry Operator or ICANN to perform or comply with any provision of this Agreement except in the event and to the extent that the failure or inability of Registry Operator or ICANN to perform is directly caused by Escrow Agent's breach of it duties or responsibilities or failure to perform under this Agreement.

17.4 **Independent Contractor**. Escrow Agent is an independent contractor and is not an employee or agent of either Registry Operator or ICANN.

17.5 **Back-end Registry Operator.** Registry Operator may appoint a back end Registry Operator ("BERO") to act on Registry Operator's behalf to fulfill Registry Operator's obligations under Sections 3 through 7 (inclusive) of this Agreement ("Agreed Obligations") by written agreement between Registry Operator, the BERO and Escrow Agent. Should a BERO be appointed pursuant to this Section 17.5, Escrow Agent shall cooperate with the BERO in relation to the Agreed Obligations unless otherwise agreed or limited by Registry Operator, BERO and Escrow Agent in writing, including the distribution of public keys between BERO and Escrow Agent in accordance with Section 5.3. For the avoidance of doubt, this Section 17.5 shall not relieve Registry Operator of its obligations under the Agreed Obligations and Registry Operator shall remain liable to perform the Agreed Obligations should the

BERO fail to discharge the Agreed Obligations in whole or part in accordance with Sections 3 through 7 (inclusive) of this Agreement.

17.6 **Third-Party Beneficiary**. With the exception of ICANN which is an intended third party beneficiary of this Agreement, this Agreement shall not be construed to create any obligation by Registry Operator or Escrow Agent to any non-party to this Agreement, including but not limited to any domain-name registrant or registrar. Any Paying Party appointed pursuant to Section 15.2 shall have no rights under this Agreement other than making payments on behalf of Registry Operator under this Agreement. Similarly any BERO appointed pursuant to Section 17.5 shall have no rights under this Agreement other than performing the Agreed Obligations.

17.7 **Amendments**.

(a) This Agreement shall not be modified or amended except in writing executed by Escrow Agent and Registry Operator. Prior to amending or modifying this Agreement, if Escrow Agent determines that the proposed amendment would be inconsistent with the Escrow Specification, Escrow Agent (i) shall promptly notify and provide ICANN with the proposed amendment and (ii) shall not amend this Agreement without the prior written consent of ICANN for such amendment. Regardless of whether ICANN's consent was obtained for an amendment to this Agreement, Escrow Agent shall notify ICANN of any amendments to this Agreement promptly thereafter that have been mutually agreed by Escrow Agent and Registry Operator.

(b) Escrow Agent and Registry Operator agree that, should ICANN reasonably determine that any terms of this Agreement or any amendment hereto is inconsistent with the terms of the Escrow Specification (as it may be amended from time to time), following ICANN's delivery of written notice of such determination, Escrow Agent and Registry Operator shall promptly amend this Agreement to make this Agreement consistent with the Escrow Specification, which amendment shall be in form and substance reasonably acceptable to ICANN.

(c) If the Escrow Specification is amended or modified, Registry Operator shall promptly notify Escrow Agent of such amendment or modification ("Amendment Notification") and this Agreement shall be amended to conform to the Escrow Specification within 10 calendar days of such Amendment Notification (or such extended period as may be mutually agreed by the Registry Operator, Escrow Agent and ICANN to implement material amendments to the Escrow Specification). Escrow Agent and Registry Operator agree to use their commercially reasonable efforts to promptly implement such amendment or modification following the amendment of this Agreement. For the avoidance of doubt, any amendments to the DNDE Specification or Interface Specification pursuant to Sections 4.2 or 6.2, respectively, shall be implemented by the parties within the time periods specified in such Sections and not within the 10 calendar day amendment period specified in this Section 17.7(c). Following implementation of the DNDE Specification or Interface Specification pursuant to Sections 4.2 or 6.2, respectively, any additional amendments or modifications to the DNDE Specification or Interface Specification shall be construed as modifications to the Escrow Specification and subject to the 10 calendar day amendment period specified in this Section 17.7(c).

(d) Should Escrow Agent notify Registry Operator and ICANN of its intent to terminate this Agreement pursuant to Section 14.2.2, Escrow Agent shall not be required to amend this Agreement under Section 17.7(c); provided, however, that if Escrow Agent rescinds such notice of termination, Escrow Agent shall promptly comply with Section 17.7(c).

17.8 **Assignment**. Registry Operator shall not assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise) without the prior written consent of Escrow Agent (which consent shall not be unreasonably withheld), except that the rights and obligations of Registry Operator automatically shall be transferred to the assignee of such party's rights and obligations under the Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of Registry Operator which consent shall not be unreasonably withheld or

delayed. Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Registry Operator unless Escrow Agent receives clear, authoritative and conclusive written evidence of the change of parties.

17.9 **Entire Agreement**. This Agreement, including all exhibits and documents referenced herein, supersedes all prior discussions, understandings, and agreements between Escrow Agent and Registry Operator with respect to the data escrow services. Registry Operator acknowledges and agrees that, as between itself and ICANN, the Registry Agreement (including all its appendices) is intended to co-exist with this Agreement, this Agreement is supplementary to the Registry Agreement; and the Registry Agreement shall control, solely as between Registry Operator and ICANN, in the event of any conflict between this Agreement and the Registry Agreement.

17.10 **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

17.11 **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

17.12 **Notices**. All notices, requests, demands, instructions, documents or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly, at receiver's request, by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement (in the case of Registry Operator and Escrow Agent) and to the address listed in the Escrow Protection Certificate (in the case of ICANN). If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other party as provided herein. Any correctly addressed notice to the last known address of the other party that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

17.13 **Survival**. Sections 8.1, 8.3, 10, 11, 12, 13, 14.2.2, 14.3, 15, 16, 17.1, 17.2, 17.3, 17.6, 17.9, 17.11, 17.14 and this Section 17.13 shall survive any termination of this Agreement.

17.14 **No Waiver**. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise of that or any other right, power, or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

17.15 **Regulations**. Registry Operator is responsible for and warrants that the delivery of the Deposits to Escrow Agent, and if required the delivery of the Deposits by Escrow Agent to ICANN in accordance with the provisions of this Agreement shall not result in a breach by any party of any applicable laws, rules and regulations, including but not limited to: data privacy laws, customs laws; import; export and re-export laws; and government regulations of any country from or to which a Deposit may be delivered in accordance with the provisions of this Agreement. With respect to a Deposit containing personal information and data, Registry Operator agrees that it is the data controller of such personal information and shall ensure compliance with all

such data privacy laws and, without limitation to the preceding provisions of this Section, (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or is enacted which is contrary to the obligations imposed upon Escrow Agent hereunder, and results in the activities contemplated hereunder becoming unlawful, Escrow Agent will be relieved of its obligations to the extent in contravention with such law hereunder unless and until such time as such activity is permitted; provided that Escrow Agent shall promptly notify Registry Operator and ICANN of such regulation or law and the reason why Escrow Agent's activity is not permitted.

17.16 **Force majeure**. The Parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that Party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A Party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other Party of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, the other Party shall be entitled to terminate this Agreement by giving three months' notice in writing to the other Party and ICANN.

17.17 **Separation of Conflicting Businesses**. Escrow Agent shall adhere to strict separation of business practices with respect to its registrar/registry data escrow business and any domain-related businesses that it or its Affiliates now, or during the term of this Agreement, operates; provided, however, that Escrow Agent may allow for joint customer service operations. Escrow Agent shall ensure that all personnel with access to Deposits in an unencrypted form, if applicable, are provided with strict guidance on conflict of interest avoidance with respect to Escrow Agent's domain-related businesses and the confidentiality obligations set forth in this Agreement. Escrow Agent shall ensure that no employees providing services to customers in any of its domain-related businesses have access to Deposits (encrypted or unencrypted). In addition, the service delivery teams for Escrow Agent's registrar/registry data escrow business and Escrow Agent's domain-related businesses shall not be located in the same facility; provided, however, that Escrow Agent may allow customer service call centers to be in the same facility so long as the foregoing provisions of this Section 17.17 are maintained.

17.18 **Separation of Escrow Agent and Registry Operator**. Each of Escrow Agent and Registry Operator represent and warrant to ICANN that Escrow Agent and Registry Operator are not, directly or indirectly, an Affiliate of such other party. In the event Escrow Agent and Registry Operator are or become Affiliates for any reason, Escrow Agent shall terminate this Agreement and release all Deposits to ICANN pursuant to Section 14.3. For purposes of this Agreement: (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

---------- *Remainder of page intentionally left blank – signature page follows* ----------

Signing

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of_____(Beginning Date).

(1) Signed for and on behalf of_____**(Registry Operator)**

Name _____

Title _____ _____

Date _____ *(Authorised Signatory)*

(2) Signed for and on behalf of **ESCROW4ALL B.V.**

Name Herman (K.M.) Kui_____

Title Director_____ _____

Date _____ *(Authorised Signatory)*

Appendix 1 – Form of Escrow Protection Certificate

ESCROW PROTECTION CERTIFICATE

Escrow4all B.V. hereby confirms that

ICANN

The Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive - Suite 300, Los Angeles, CA 90094-2536, USA
Phone: +1 310 301 5800 - Fax: +1 310 823 8649 - Email: data-escrow@icann.org

starting from dd mm 202_ is named third party beneficiary of the Registry Data Escrow Arrangement executed between Escrow4all and

[Registry Operator]

for gTLD:
[.tld]

Escrow4all Agreement Number:

RyDE24 _ _ _

and that ICANN accordingly has rights under the Registry Data Escrow Agreement until termination in accordance with the terms and conditions of the Registry Data Escrow Agreement.

CERTIFICATION OF ESCROW PROTECTION

For and on behalf of ESCROW4ALL B.V.:

ESCROW4ALL

Herman Kui, Director
Amsterdam (NL), dd mm 2024

Escrow4all B.V. | Kingsfordweg 241 | 1043 GR Amsterdam | NL
t +31 20 34 20 250 | **f** +31 20 34 20 259 | gtld@escrow4all.com
www.escrow4all.com

ESCROW4ALL

Appendix 2 – Certification of Usage

CERTIFICATION OF USAGE

By signing this certification,

Escrow4all certifies that:

(a) the Registry Data Escrow Agreement template for Escrow4all currently posted on ICANN's website as of the Beginning Date (or template as otherwise specifically approved by ICANN for this top-level domain and Registry Operator) (the "Template") was used for the purposes of this Registry Data Escrow Agreement, effective as of the Beginning Date by and between Registry Operator and Escrow4all (the "Agreement"),

(b) this Agreement has not been edited or modified in any material respect from the Template [1], and

(c) the Agreement meets the legal and technical requirements set forth in the Escrow Specification.

Escrow4all will inform ICANN in writing on expiration or termination of the Agreement.
Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

We hereby confirm that we have read and accepted the above information.	**We hereby certify that the above information is correct.**
For and on behalf of Registry Operator:	For and on behalf of Escrow4all B.V.:
[company name]	
Signed by: [name] [title]	Signed by: Herman Kui, Director
Dated: [dd mm 202_]	Dated: dd mm 202_

ESCROW4ALL

[1] If the parties are unable to make this certification because changes have been made to the Template without ICANN's prior approval, prior to execution of the Agreement or this certification, the Escrow Agent will submit a Registry Data Escrow Agreement Amendment request in accordance with the process set forth at https://www.icann.org/resources/data-escrow-service-escrow-agent-agreement-amendment-requests-en, which may be amended or modified by ICANN from time to time.

Escrow4all agreement number:	Beginning Date:	TLD:
RYDE24_ _ _	dd - mm - 202 _	[.tld-name]

Appendix 3 – Notice Details

Registry Operator		**Escrow Agent**	
Organization Name		Escrow4all B.V.	
Address *Zip code / City* *Country*	*Contact person*	Kingsfordweg 151 - 241 1043 GR Amsterdam the Netherlands	gTLD Data Escrow Support Team
Email	*Contact person's email*	info@escrow4all.com gtld@escrow4all.com	[name gTLD] @escrow4all.com
Phone	*Contact person's direct phone / mobile*	Tel. +31 20 3420 250	Tel. +31 20 3420 255
Fax		Fax +31 20 3420 259	Fax +31 20 3420 259

ICANN
See Escrow Protection Certificate (Appendix 1)

Appendix 4 – Escrow Deposit Guidelines

A. Compression
The use of compression is recommended in order to reduce electronic data transfer times and storage capacity requirements. Data encryption will be used to ensure the privacy of registry escrow data. Files processed for compression and encryption will be in the binary OpenPGP format as per OpenPGP Message Format - RFC 4880 (see OpenPGP Message Format, http://www.rfc-editor.org/rfc/rfc4880.txt). Acceptable algorithms for Public-key cryptography, Symmetric-key cryptography, Hash and Compression are those enumerated in RFC 4880, not marked as deprecated in OpenPGP IANA Registry (see OpenPGP parameters, http://www.iana.org/assignments/pgp-parameters/pgp-parameters.xhtml that are also royalty-free).

B. Text format
The process to follow for a data file in original text format is:

(1) The XML file of the deposit as described DNDE Specification must be named as the containing file as specified in *Appendix 4 – C. File Naming Conventions* but with the extension xml.
(2) The data file(s) are aggregated in a tarball file named the same as (1) but with extension tar. The suggested algorithm for compression is ZIP as per RFC 4880.
(3) A compressed and encrypted OpenPGP Message is created using the tarball file as sole input. The compressed data will be encrypted using Escrow Agent's public key. The suggested algorithms for Public-key encryption are Elgamal and RSA as per RFC 4880. The suggested algorithms for Symmetric-key encryption are TripleDES, AES128 and CAST5 as per RFC 4880.
(4) A digital signature file will be generated for every processed file using the Registry's private key. The digital signature file will be in binary OpenPGP format as per RFC 4880 Section 9, reference 2, and will not be compressed or encrypted. The suggested algorithms for Digital signatures are DSA and RSA as per RFC 4880. The suggested algorithm for Hashes in Digital signatures is SHA256.
(5) The processed files and digital signature files will then be transferred to the Escrow Agent through secure electronic mechanisms, such as, SFTP file upload, etc. as agreed between the Escrow Agent and the Registry Operator. Non-electronic delivery through a physical medium such as CD-ROMs, DVD-ROMs, or USB storage devices may be used if authorized by ICANN.
(6) The Escrow Agent will then validate every (processed) transferred data file using the procedure described in Section 7.5.

***C.* File Naming Conventions**.

Files will be named according to the following convention:

{gTLD}_{YYYY}MM}DD}_{type}_S{#}_R{rev}.{ext}

where:

(1) {gTLD} is replaced with the gTLD name; in case of an IDN-TLD, the ASCII-compatible form (A-Label) must be used;
(2) {YYYY-MM-DD} is replaced by the date corresponding to the time used as a timeline watermark for the transactions; i.e. for the Full Deposit corresponding to 2013-08-02T00:00Z, the string to be used would be "2013-08-02";
(3) {type} is replaced by: (a) "full", if the data represents a Full Deposit; (b) "diff", if the data represents a Differential Deposit; (c) "thin", if the data represents a Bulk Registration Data Access file, as specified in section 3 of Specification 4 of the Registry Agreement;
(4) {#} is replaced by the position of the file in a series of files, beginning with "1"; in case of a lone file, this must be replaced by "1";
(5) {rev} is replaced by the number of revision (or resend) of the file beginning with "0";
(6) {ext} is replaced by "sig" if it is a digital signature file of the quasi-homonymous file. Otherwise it is replaced by "ryde".

Appendix 5 – Fee Schedule

Appendix 6 – Third Party Paying Agreement