Exhibit 1

Exhibit 1

Ty Gray

Von: Jannik Skou Contact Information Redacted
Gesendet: Freitag, 22. Mai 2015 14:32
An: Ty Gray
Betreff: FW: merck.pharmacy sunrise application - list of production sites

---

From: CustServ Safe-Pharmacy Contact Information Redacted
Sent: 10. marts 2015 14:02
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: merck.pharmacy sunrise application - list of production sites

Jannik & Jonas,

To confirm, we are in receipt of your completed application as March 3, 2015. Please expect 2 to 4 weeks from the date of our receipt of the completed application to process your request.

Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information
Redacted

From: Jannik Skou Contact Information Redacted
Sent: Tuesday, March 03, 2015 5:48 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: merck.pharmacy sunrise application - list of production sites
Importance: High

Dear Marty

Regarding sunrise application for MERCK.PHARMACY

Find attached the list of Merck Production Sites and the license for Merck KGaA at HQ in Darmstadt.

As previously stated (in Emails – one is attached here) and in the online application form

Mr. Jonas Kölle is the primary contact for the domain name. See contact details below.

Please confirm the receipt of this email – and please let me know, when we can expect to retrieve the code for filing the sunrise domain name registration.

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Phone: Contact Information Redacted
E-mail: Contact Information Redacted | www.merckgroup.com

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information
Redacted
W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 2

.pharmacy

Exhibit 2

April 22, 2015

Jonas Kölle, General Counsel Trademarks
Merck KGaA
Frankfurter Str. 250
Postcode A128/002
64293 Darmstadt
Germany
Email: Contact Information Redacted

Re: .Pharmacy Notice of Application Closure

Dear Mr Kölle:

The National Association of Boards of Pharmacy® (NABP®) is sending this letter to notify Merck KGaA that two or more complete applications were submitted for the merck.pharmacy domain.

In accordance with requirements of the Internet Corporation for Assigned Names and Numbers (ICANN), in the case of contention between two or more eligible applicants for the same .pharmacy domain name during the Trademark Clearinghouse Sunrise Period, NABP employs objective criteria, which ICANN requires to be non-discriminatory, to determine which applicant acquires the domain. Applicant information was reviewed and it was determined that the Merck KGaA application met fewer criteria than another applicant seeking merck.pharmacy.

Accordingly, Merck KGaA's .pharmacy application will be closed on May 1, 2015, and NABP will issue a refund of the application fee in accordance with the .Pharmacy Terms and Conditions, and in the same manner the application fee was paid to NABP.

If you are interested in obtaining a different .pharmacy name for the submitted reference site, please contact Marty Allain at custserv@safe.pharmacy prior to May 1, 2015. If Merck KGaA wishes to acquire for a different .pharmacy domain after May 1, 2015, a new application must be submitted, including the then-applicable application fee.

Sincerely,

Carmen A. Catizone, MS, RPh, DPh
Executive Director/Secretary

Exhibit 3

Exhibit 3

BETTINGER
Rechtsanwälte · Patentanwälte

Bettinger Scheffelt Kobiako von Gamm
Partnerschaft mbB

Bavariaring 14
80336 München

Tel +49 (0) 89 548 86 70-0
Fax +49 (0) 89 548 86 70-22

mail@bettinger.de
www.bettinger.de

Dr. Torsten Bettinger, LL.M. [1,2]
Rechtsanwalt

Dr. Michael Scheffelt [3]
Rechtsanwalt

Iouri Kobiako von Gamm [4,5]
Patentanwalt, Dipl.-Phys.

Martin Müller
Rechtsanwalt

Dr. Friederike Manz, LL.M.
Rechtsanwältin

Prof. Dr. Claudius Eisenberg
Rechtsanwalt

Dr. Michèle Leistner-Klein
Rechtsanwältin

Ty Gray
Attorney at Law, New York

1 Fachanwalt für gewerblichen Rechtsschutz
2 Fachanwalt für Informationstechnologierecht
3 Fachanwalt für Bau- und Architektenrecht
4 European Patent Attorney
5 European Trademark Attorney, European Design Attorney

BETTINGER Rechtsanwälte · Patentanwälte, Bavariaring 14, 80336 München

Carmen Catizone, Executive Director/Secretary
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect IL, 60056
United States

Contact Information Redacted

Munich, 29/04/15

Our Ref.: M60032 TB/TG/jk

Merck KGaA .Pharmacy sunrise application demand letter"

Dear Ms. Catizone,

I represent Merck KGaA and have been forwarded your letter to Jonas Koelle of April 22, 2015 regarding Merck KGaA's sunrise application for <merck.pharmacy>. I am surprised to note that the National Association of Boards of Pharmacy (NABP) has denied Merck KGaA's properly-submitted application.

Merck KGaA is seriously concerned that the NABP is in violation of its obligations as an ICANN-accredited TLD Registry. You referred in your letter that "NABP employs objective criteria, which ICANN requires to be non-discriminatory, to determine which applicant acquires the domain". Contrary to your obligations under paragraph 2.1.2 of ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements (TMCH RPM Requirements), these referenced criteria utilized in the course of your sunrise period have not been submitted to ICANN nor have you otherwise provided any measures or criteria demonstrating that any decision by the NABP is "objective" or "non-discriminatory". Rather, the only information in any of your posted policies relating to multiple applications for the same domain from different applicants indicates that the domain name will be awarded to the first

applicant in time, which is prima facie in conflict with paragraph 2.1.1 of the TMCH RPM Requirements. This is itself contrary to NABP's statements in its .pharmacy gTLD application (at question 18.3.2), wherein NABP intimated that in the event of multiple applicants for the same domain name would arise, the registry believed "that a phased equitable allocation approach [...], e.g., RFP, auction, and then first-come, first-serve" would be the most prudent path forward.

As the WhoIs records do not record any current registrant, Merck KGaA suspects that the party which has received the <merck.pharmacy> domain name is Merck & Co., which is described on your website as a "Leader" in support of the Registry through contributions of USD 100,000 or more. The allocation of a domain name under the pretense of "objective" and "non-discriminatory" criteria to Merck & Co. in such circumstances is hardly believable.

Merck KGaA demands that NABP provide a full account of its decision process and criteria utilized regarding Merck KGaA's sunrise application for <merck.pharmacy>, as well as an explanation of its failure to provide ICANN with relevant policies in accordance with NABP's obligations under the TMCH RPM Requirements. NABP should respond to these demands as soon as possible, noting your threatened termination of Merck KGaA's .pharmacy application on May 1, 2015.

NABP should consider this request as a formal complaint that must be addressed by the Registry. Merck KGaA reserves the right to take additional steps as may be necessary, including the submission of formal complaints to ICANN's Contractual Compliance department or recourse to a court of competent jurisdiction.

Please confirm receipt of this communication.

Best regards,

Dr. Torsten Bettinger LL.M.
Rechtsanwalt

Exhibit 4

Exhibit 4

.pharmacy

May 12, 2015

Dr Torsten Bettinger, LLM
Bettinger Rechtsanwälte
Bavariaring 14
80336 München
Germany
Via email: Contact Information Redacted

Dear Dr Bettinger:

The National Association of Boards of Pharmacy® (NABP®) received the Merck KGaA response letter dated April 29, 2015 (Letter), as well as the follow-up correspondence dated May 6, 2015.

In its Letter, Merck KGaA contends that NABP ran a Sunrise period in conflict with Internet Corporation for Assigned Names and Numbers (ICANN) requirements. On the contrary, NABP operated the .pharmacy Sunrise period as an "End-Date Sunrise," meaning applications were not, and pursuant to ICANN requirements could not be, processed on a first applicant in time basis. NABP notified the ICANN of the End-Date Sunrise period and provided ICANN with all information required in order to launch the .pharmacy domain, including the Sunrise phase. ICANN approved the NABP .pharmacy launch plan on November 17, 2014. Moreover, NABP operated its Sunrise period in accordance with ICANN requirements.

The NABP decision to close the Merck KGaA .pharmacy application is final. Accordingly, a refund will be issued in the same manner that the application fee was paid to NABP and in the amount of $2,000.00 US. If Merck KGaA wishes to acquire a different .pharmacy domain, a new application must be submitted, including the then-applicable application fee.

Sincerely,

Carmen A. Catizone, MS, RPh, DPh
Executive Director/Secretary

Exhibit 5

Exhibit 5

[complaint to ICANN Compliance utilizing the applicable complaint submission form]

"Provide the explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements."

Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to "objective criteria", NABP decided to terminate Merck KGaA's application. On April 29, Merck filed an (unanswered) complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution.

NABP has not provided or submitted to ICANN any measures or criteria demonstrating reliance on an "objective" or "non-discriminatory" process in its wrongful termination of Merck KGaA's Sunrise application, in violation of NABP's obligations under 2.1.2 of the RPM Requirements. Further, the prima facie provisions of NABP's published policies indicates that domain names would be awarded to the first applicant in time, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its .pharmacy gTLD application (at question 18.3.2), wherein NABP intimated that auctions would be the most prudent allocation method.

Merck suspects and is greatly concerned that NABP has awarded <merck.pharmacy> in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which has been described on the Registry website as a "Leader" in support of the Registry through contributions of USD 100,000 or more. NABP's WhoIs portal does not appear to be active or working, so it is not possible to confirm these suspicions at this point.

Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

Exhibit 6

Exhibit 6

Ty Gray

Von: compliance-tickets@icann.org
Gesendet: Freitag, 15. Mai 2015 15:47
An: Mail Zentrale
Betreff: [#PAJ-146-18473]: Sunrise complaint re: <pharmacy> closed

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain <pharmacy>. ICANN has reviewed and closed your complaint because:

- This complaint is not valid for the top-level domain (TLD).

ICANN considers this matter now closed. If you require future assistance, please submit a new complaint to ICANN at http://www.icann.org/resources/compliance/complaints .

Please do not reply to this email (replies to closed complaints are not monitored by ICANN staff).

ICANN is requesting your feedback on this closed complaint. Please complete this optional survey at https://www.surveymonkey.com/s/8F2Z6DP .

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015 Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA Reporter Email: mail@bettinger.de Name of TLD: <.pharmacy> Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to “objective criteria”, NABP decided to terminate Merck KGaA’s application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck’s Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA's Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP's policies prima facie demonstrate that it awards domains on a "first-come, first-served" manner, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a "Leader" in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##########

Exhibit 7

Exhibit 7

BETTINGER Rechtsanwälte · Patentanwälte

Bettinger Scheffelt Kobiako von Gamm
Partnerschaft mbB

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80336 München

Tel +49 (0) 89 548 86 70-0
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Dr. Torsten Bettinger, LL.M. [1,2]
Rechtsanwalt

Dr. Michael Scheffelt [3]
Rechtsanwalt

Iouri Kobiako von Gamm [4,5]
Patentanwalt, Dipl.-Phys.

Martin Müller
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Rechtsanwältin

Prof. Dr. Claudius Eisenberg
Rechtsanwalt

Dr. Michèle Leistner-Klein
Rechtsanwältin

Ty Gray
Attorney at Law, New York

1 Fachanwalt für gewerblichen Rechtsschutz
2 Fachanwalt für Informationstechnologierecht
3 Fachanwalt für Bau- und Architektenrecht
4 European Patent Attorney
5 European Trademark Attorney, European Design Attorney

BETTINGER Rechtsanwälte · Patentanwälte, Bavariaring 14, 80336 München

ICANN
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA

Via email: maguy.serad@icann.org; owen.smigelski@icann.org; allen.grogan@icann.org

Munich, 26/05/15

Our Ref.: M60032 TB/TG/jk

merck.pharmacy compliance action

Dear ICANN Compliance Colleagues,

I represent Merck KGaA on various matters in relation to the new gTLD program, and have recently submitted a complaint to ICANN Compliance via the designated complaint form for Sunrise Processes and Procedures. The complaint pertained to certain wrongful actions made by the registry operator for <.pharmacy>, and alleged several instances of non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements (RPM Requirements). This complaint was submitted to ICANN following the submission of a complaint with the <.pharmacy> registry operator and its decision on the matter, and thus was properly submitted to ICANN Compliance for its review and investigation.

Within approximately two hours of the submission of the complaint to ICANN Compliance, I received a response by which ICANN Compliance closed the complaint. In this communication, the only information ICANN provided to explain its decision was that "[t]his complaint is not valid for the top-level domain (TLD)."

ICANN's response is nonsensical in the context of Merck KGaA's complaint submission. Merck KGaA appropriately filed its complaint, alleging several instances of registry operator non-compliance with the RPM Requirements and confirming that an earlier complaint had been submitted to the registry operator and a decision obtained. Merck KGaA's complaint thus was valid and in accordance with the submission guidelines. It is unclear how ICANN Compliance could conclude that the complaint was not valid, and furthermore, it is unclear what is meant when ICANN Compliance states that the complaint is not valid *for the top-level domain*.

As Merck KGaA is well aware of the significant volumes of complaints which are submitted to ICANN Compliance every day, I wish to ensure that there has not been a mistake and that Merck KGaA's arguments are clear. Accordingly, I attach Merck KGaA's complaint and relevant exhibits to this communication.

As there is ambiguity as to whether ICANN Staff have properly reviewed Merck KGaA's complaint, and in the spirit of engagement and cooperation, I am directing my complaint to you for resolution. It is Merck KGaA's preference to resolve any issues without recourse to ICANN Accountability Mechanisms. Merck KGaA trusts ICANN's continuous efforts and enduring commitment to its Compliance and Accountability Mechanisms and is looking forward to your confirmation to address the issues identified.

I thank you for your consideration and response.

Best regards,

Dr. Torsten Bettinger LL.M.
Rechtsanwalt

Exhibit 8

Exhibit 8

Von:	Compliance Tickets
An:	Mail Zentrale
Cc:	Torsten Bettinger
Betreff:	[~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy
Datum:	Donnerstag, 25. Juni 2015 12:31:29

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain pharmacy. Your complaint is being processed according to ICANN's approach and process (see https://www.icann.org/resources/pages/approach-processes-2012-02-25-en). ICANN will update you as appropriate.

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA
Reporter Email: mail@bettinger.de
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to “objective criteria”, NABP decided to terminate Merck KGaA’s application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck’s Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA’s Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP’s policies prima facie demonstrate that it awards domains on a “first-come, first-served” manner, in conflict with “end-date” sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP’s statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a “Leader” in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP’s Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##

Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: 2nd WIP Verify
Priority: Normal

Exhibit 9

Exhibit 9

Von: Compliance Tickets
An: Mail Zentrale
Betreff: [~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy
Datum: Dienstag, 21. Juli 2015 00:31:32

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain pharmacy. ICANN requires additional information to continue processing your complaint.

Please provide ICANN the following before 27 July 2015:

1. A copy of the application Merck KGaA submitted to pharmacy for the domain name <merck.pharmacy>; and

2. A copy of any information received from pharmacy for purposes of submitting Sunrise applications, including any criteria that pharmacy would use to resolve a contention (e.g., proposed website content, accreditations held by the potential registrant, etc.), or if none, please indicate that.

Please send the information and records requested above via reply email (no more than 4 MB total) and do not change the email subject heading. Please provide records as attachments in .TXT, .PDF, or .DOC(X) format. If your reply will exceed 4 MB, please send it in multiple, smaller emails.

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA
Reporter Email: mail@bettinger.de
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

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NABP has not provided or submitted to ICANN any policy on which it has relied to

terminate Merck KGaA's Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP's policies prima facie demonstrate that it awards domains on a "first-come, first-served" manner, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a "Leader" in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##

Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: 1st Notice
Priority: Normal

Exhibit 10.0

Exhibit 10.0

Von: Jessica Kutter
An: Torsten Bettinger
Betreff: WG: [~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy
Datum: Montag, 27. Juli 2015 15:58:49
Anlagen:
RE .Pharmacy application update request for AUP review.msg
RE .Pharmacy application update request for AUP review.msg
FW .Pharmacy application update request for AUP review.msg
Re .Pharmacy application update request for AUP review.msg
.Pharmacy application update request for AUP review.msg
Sunrise application status update.msg
merck.pharmacy sunrise application - list of production sites.msg
merck.pharmacy sunrise application - list of production sites.msg
RE application for Merck KGaA did not work.msg
FW application for Merck KGaA did not work.msg
REVISED .Pharmacy Application - Pharmaceutical Manufacturer Information Requirements.msg
RE application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
FW application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
RE application for Merck KGaA did not work.msg
image001.png

Von: Torsten Bettinger
Gesendet: Montag, 27. Juli 2015 15:49
An: 'compliance-tickets@icann.org' <compliance-tickets@icann.org>
Cc: Contact Information Redacted; Jannik SkouContact Information Redacted ; Trampedach Dan Contact Information Redacted
Betreff: AW: [~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy

Dear ICANN Compliance Team,

thank you for your e-mail dated July 21, 2015.

Please find attached herewith the correspondence between Merck KGaA's representative in the sunrise application process, Thomsen Trampedach and .Pharmacy's Senior Manager, Marty Alain.

Merck KGaA does not have copies of the application submitted to .pharmacy for the domain name <merck.pharmacy> as the application was filed through a Web interface. However, the attached correspondence confirms that Merck KGaA has properly submitted its application. Merck KGaA did not receive any further information related to submitting Sunrise applications, nor any criteria that the pharmacy would use to resolve a contention.

I thank you for your consideration and response.

Dr. Torsten Bettinger

Rechtsanwalt
Fachanwalt für Informationstechnologie
Fachanwalt für gewerblichen Rechtsschutz

BETTINGER
Rechtsanwälte · Patentanwälte

Bettinger Scheffelt
Kobiako von Gamm
Partnerschaft mbB
Contact Information Redacted

Bavariaring 14, 80336 München
Contact Information Redacted

www.bettinger.de

Partnerschaft mbB
Bavariaring 14
D-80336 München

E-Mail: Contact Information Redacted
Tel.: Contact Information Redacted
Fax:
www.bettinger.de

Important:
The information contained in this communication is attorney-client-privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the communication is strictly prohibited. If you have received the communication in error, please immediately notify us by telephone and return the original to us at the above address and then delete the communication. Thank you.

Von: Compliance Tickets [mailto:compliance-tickets@icann.org]
Gesendet: Dienstag, 21. Juli 2015 00:31
An: Mail Zentrale <mail@bettinger.de>
Betreff: [~PAI-146-18473]: Additional information for Sunrise complaint re: pharmacy

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain pharmacy. ICANN requires additional information to continue processing your complaint.

Please provide ICANN the following before 27 July 2015:

1. A copy of the application Merck KGaA submitted to pharmacy for the domain name <merck.pharmacy>; and

2. A copy of any information received from pharmacy for purposes of submitting Sunrise applications, including any criteria that pharmacy would use to resolve a contention (e.g., proposed website content, accreditations held by the potential registrant, etc.), or if none, please indicate that.

Please send the information and records requested above via reply email (no more than 4 MB total) and do not change the email subject heading. Please provide records as attachments in .TXT, .PDF, or .DOC(X) format. If your reply will exceed 4 MB, please send it in multiple, smaller emails.

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA

Reporter Email: mail@bettinger.de
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to "objective criteria", NABP decided to terminate Merck KGaA's application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck's Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA's Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP's policies prima facie demonstrate that it awards domains on a "first-come, first-served" manner, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a "Leader" in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##

Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: 1st Notice
Priority: Normal

Exhibit 10.01

Exhibit 10.01

Jessica Kutter

Von: CustServ Safe-Pharmacy Contact Information Redacted
Gesendet: Samstag, 17. Januar 2015 20:01
An: Jannik Skou
Betreff: RE: application for Merck KGaA did not work

Hi Jannik,

NABP is currently experiencing a technical issue with the .pharmacy online application.

As stated in our recently posted site alert regarding these issues, NABP will be accepting late applications from applicants who experienced problems completing and submitting their applications due to this technical issue. We are directing applicants to submit an email to custserv@safe.pharmacy as notification that they are experiencing these technical problems.

Please consider this email NABP's acknowledgment of your notification email below in accordance with the alert; as such, no further action is necessary on your part between now and the deadline of January 19, 2015.

Further instructions on next steps to complete the MERCK KGaA application after the January 19th deadline will be provided via the custserv@safe.pharmacy email.

We apologize for this inconvenience. If you have any questions regarding the status of your application prior to receiving the aforementioned instructions, please reply to this email and we will promptly respond.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted
Contact Information Redacted

From: Jannik Skou Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

T: Contact Information Redacted
E: Contact Information Redacted
W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 10.02

Exhibit 10.02

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Sonntag, 18. Januar 2015 23:57
An: Jannik Skou; CustServ Safe-Pharmacy
Betreff: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information
Redacted

From: Jannik Skou [Contact Information Redacted]
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

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Thomsen Trampedach GmbH
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CH-6343 Rotkreuz
Switzerland

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W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 10.03

Exhibit 10.03

Jessica Kutter

Von: Jannik Skou Contact Information Redacted
Gesendet: Montag, 19. Januar 2015 15:45
An: 'CustServ Safe-Pharmacy'
Betreff: FW: application for Merck KGaA did not work

Dear Marty

Now the application form froze again – and it seems like (at least some of) the data I entered – has disappeared?

Best regards
Jannik

From: Jannik Skou Contact Information Redacted
Sent: 19. januar 2015 15:31
To: 'CustServ Safe-Pharmacy'
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

When trying to enter the application data (to obtain a token for Merck KGaA to be able to participate in the Sunrise phase) I often experienced that the website froze (when trying to get to the next page). This led us to stop filling in the data.

I did, however, manage to fill in most of the application form today.

Another technical issue I faced was the fact that I was often times forced to make a mandatory choice (say choice of country) in fields that are not applicable to Merck KGaA's situation.

Today I decided simply to fill those fields in with "Germany" or "DBA" even though "NA" had been a correct answer.

Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer "NO" to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer "NO" to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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Exhibit 10.04

Exhibit 10.04

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Montag, 19. Januar 2015 18:07
An: Jannik Skou; CustServ Safe-Pharmacy
Betreff: RE: application for Merck KGaA did not work

Jannik,

As we discussed on the phone moments ago, please answer the questions to the best of your ability. We may have follow up questions, but your suggested answers below will be accepted for the purposes of timely completing the application today.

As to the technical issues, you did confirm that you are using Google Chrome, which is a supported by the application.

Please attempt to complete the application for a final time. If you are unsuccessful, let me know how far along in the application you are and I will guide you through the remaining pages, which we can complete the remainder of the application via email today.

One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!

Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been convicted, enjoined, disciplined, sanctioned, fined, punished, or the subject of a judgment or final decree of action by a court, administrative tribunal, or regulatory agency for violation of national or local laws or regulations relating to drugs or devices? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture pharmaceuticals in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
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Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056

From: Jannik Skou Contact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

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Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy

Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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Exhibit 10.05

Exhibit 10.05

Jessica Kutter

Von: Jannik Skou Contact Information Redacted
Gesendet: Montag, 19. Januar 2015 18:08
An: 'CustServ Safe-Pharmacy'
Betreff: RE: application for Merck KGaA did not work

Thanks Marty

Am already logged in. Will email you if I face any problems.

Thanks for your support.

Best regards
Jannik

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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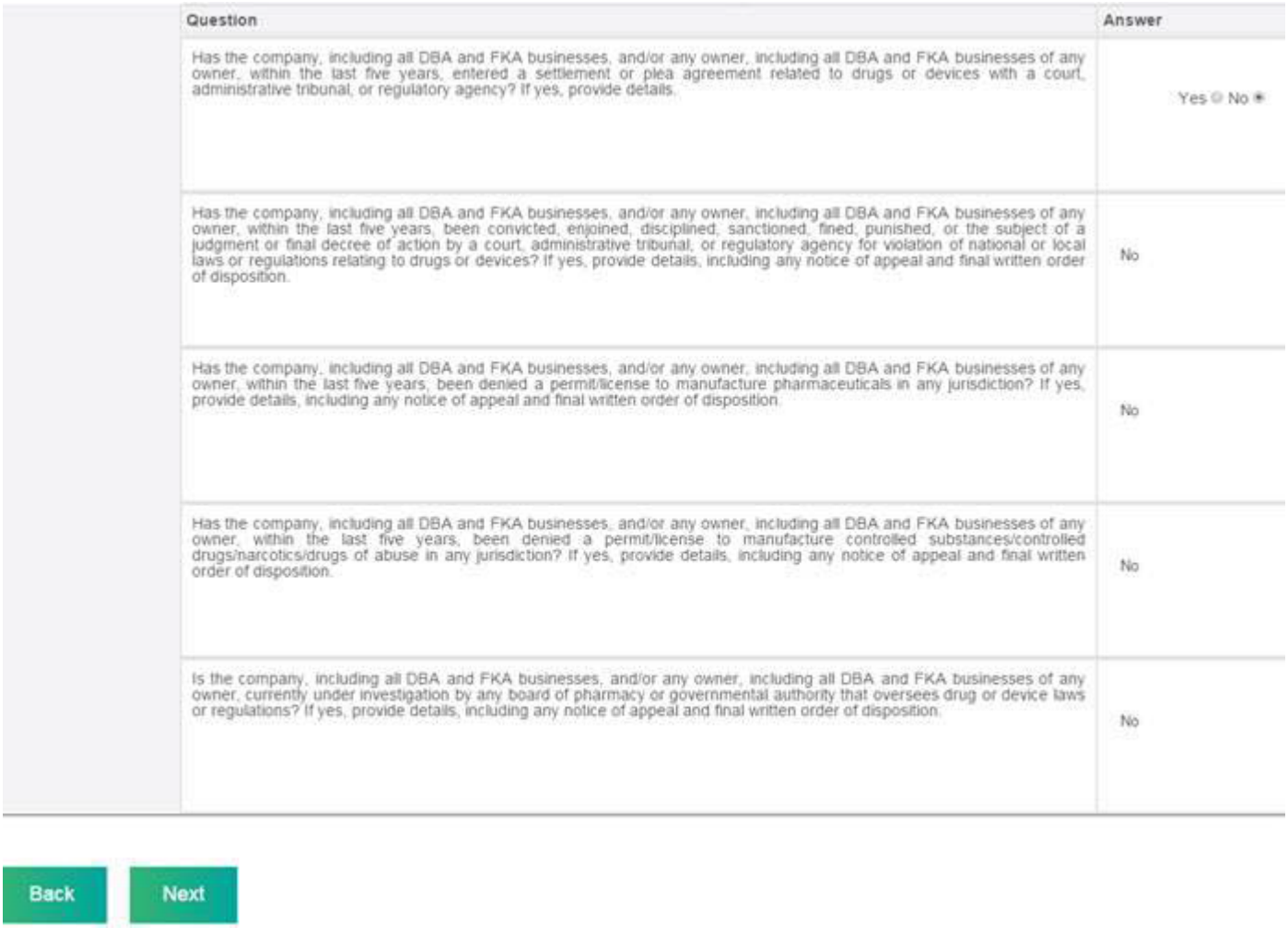
One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!



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Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik SkouContact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

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Exhibit 10.06

Exhibit 10.06

Jessica Kutter

Von: Jannik Skou Contact Information Redacted
Gesendet: Montag, 19. Januar 2015 18:20
An: 'CustServ Safe-Pharmacy'
Betreff: RE: application for Merck KGaA did not work

Marty,

I managed to place the application and make the payment.

Looking forward to hearing from you – when can we expect feedback (and a token for the sunrise?).

Thanks in advance

Jannik

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
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As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

T: Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Exhibit 10.07

Exhibit 10.07

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Donnerstag, 29. Januar 2015 15:20
An: Jannik Skou
Betreff: RE: application for Merck KGaA did not work

Hi Jannik,

NABP is in receipt of Merck KGaA's sunrise registration application.

We are currently reviewing Merck KGaA's and the other applications submitted during the sunrise registration period to determine completeness. As a result of this preliminary review, it is possible that we may require additional information from our applicants.

Once we determine an application is complete, we will then conduct a final application review.

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Contact Information Redacted

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Sent: Tuesday, January 27, 2015 7:24 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
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Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

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From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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Back Next

Marty Allain

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1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailtoContact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

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Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Exhibit 10.08

Exhibit 10.08

Jessica Kutter

Von: Jannik Skou Contact Information Redacted
Gesendet: Dienstag, 27. Januar 2015 14:24
An: 'CustServ Safe-Pharmacy'
Betreff: RE: application for Merck KGaA did not work

Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

Best regards
Jannik

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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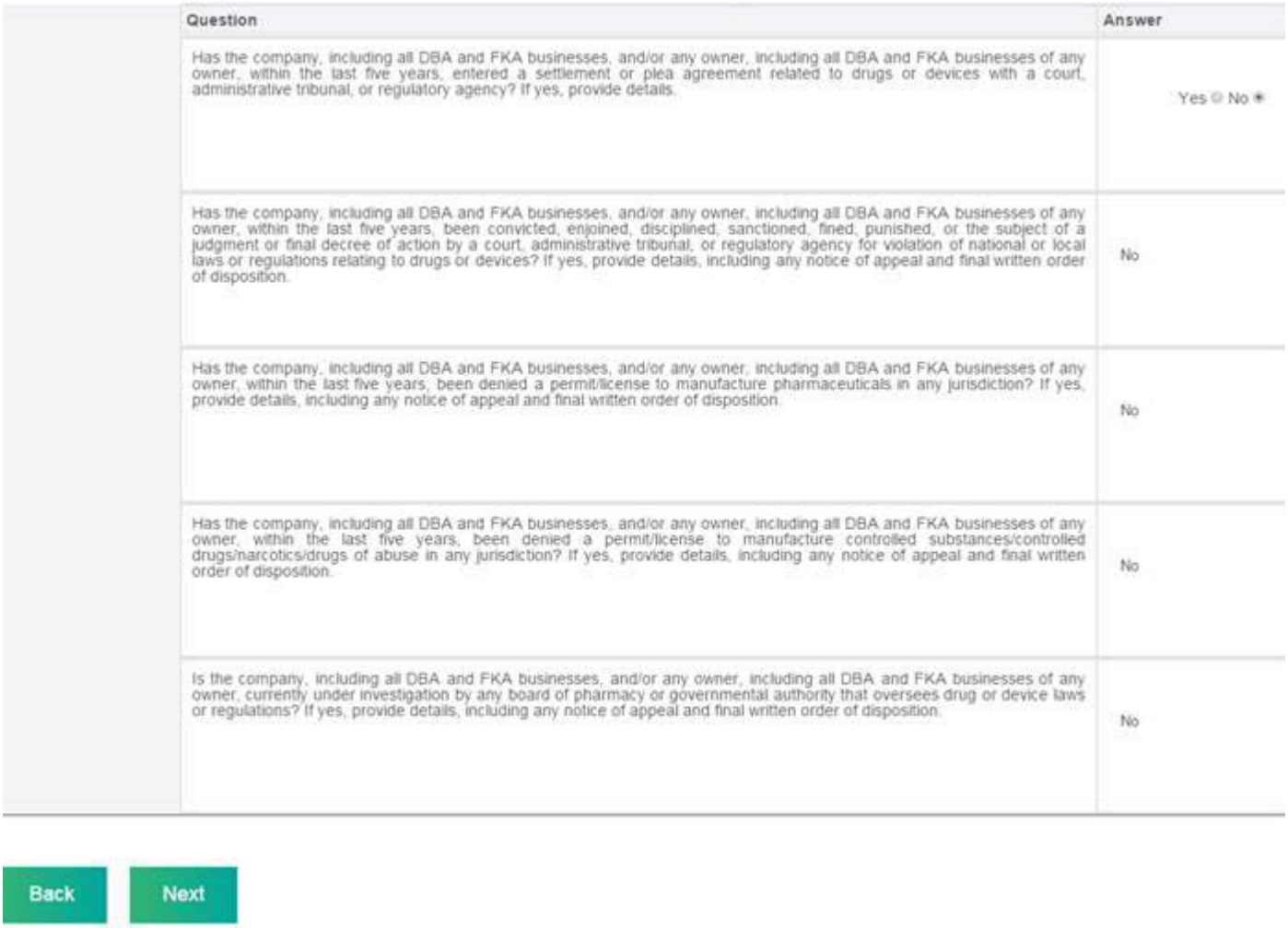

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Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
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Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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Sent: Saturday, January 17, 2015 12:56 AM
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Exhibit 10.09

Exhibit 10.09

Jessica Kutter

Von: Jannik Skou Contact Information Redacted
Gesendet: Samstag, 14. Februar 2015 11:52
An: 'CustServ Safe-Pharmacy'
Cc: Jonas Koelle
Betreff: RE: application for Merck KGaA did not work

Dear Marty,

Could you please update us, on when we can expect to receive the token for the Sunrise (ending March 16) for merck.pharmacy.

Thanks in advance

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

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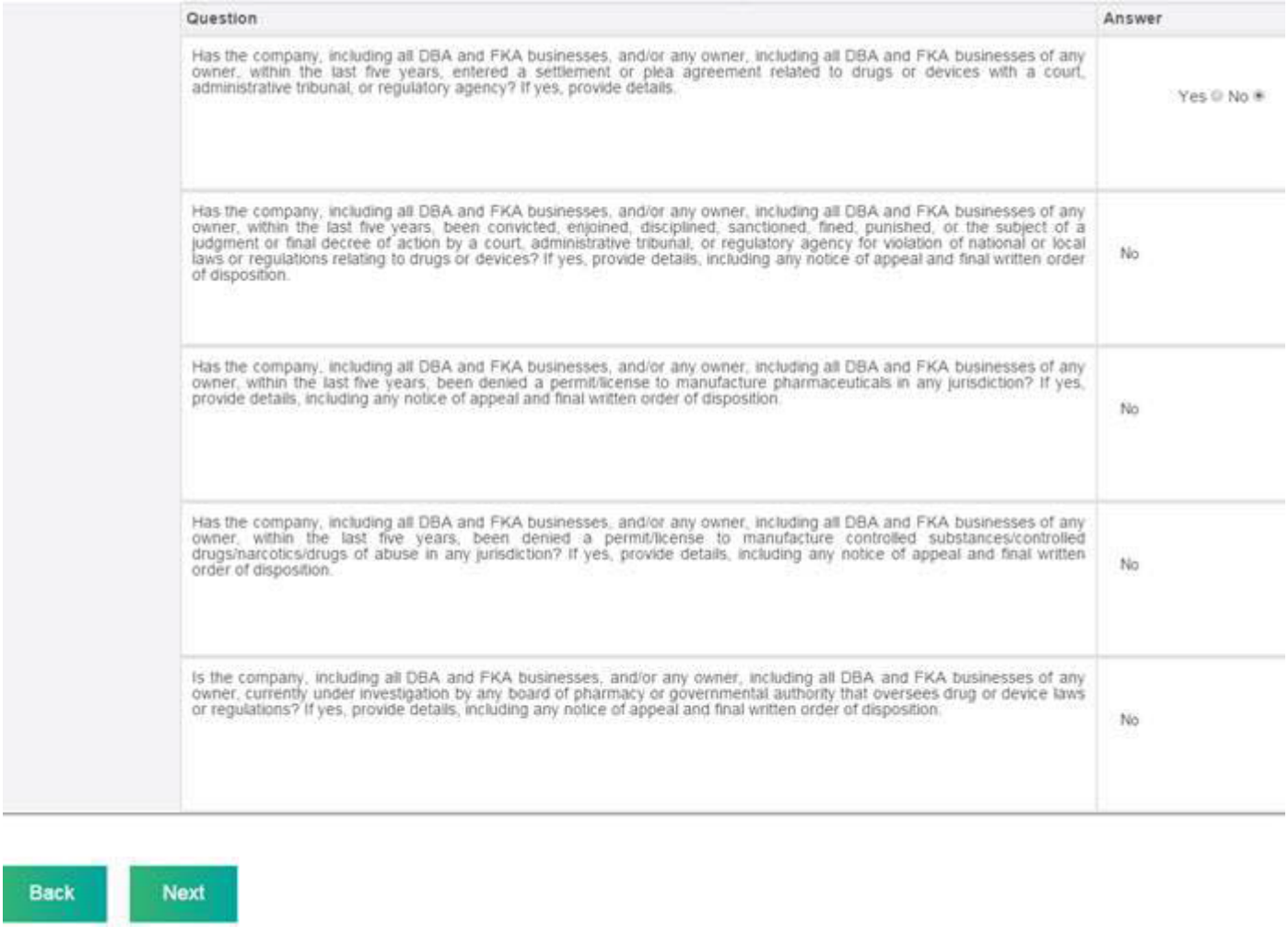

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Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Exhibit 10.10

Exhibit 10.10

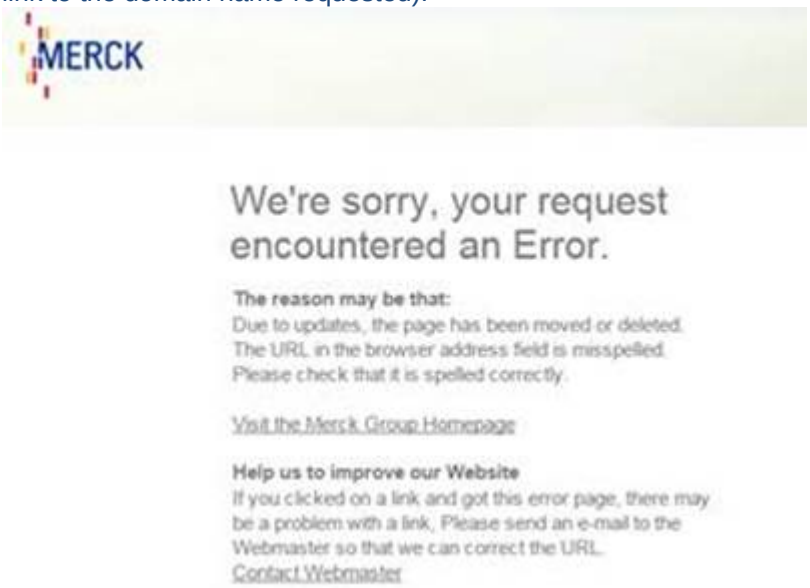
Jessica Kutter

Von:	CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet:	Dienstag, 17. Februar 2015 20:09
An:	Jannik Skou; CustServ Safe-Pharmacy
Cc:	Jonas Koelle
Betreff:	RE: application for Merck KGaA did not work

Jannik,

After reviewing the application, we do require some additional information and clarification:

1. **Domain name requested.** I wanted to confirm that the only domain name being requested was *merck.pharmacy*.
2. **Urls for review.** The url provided (http://www.merckgroup.com/en/worldwide/worldwide.html) does not open an active page. See screenshot below. Please provide the company url to be reviewed (i.e. the url that will link to the domain name requested).



3. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

   a) Facility name
   b) Address
   c) Phone/Fax
   d) Email
   e) License number
   f) License type – e.g. pharmaceutical manufacturer
   g) Licensor – e.g. Regierungspraesidium Darmstadt

You are welcome to provide a spreadsheet of this information and, if you wish, we can offer secure direct messaging in lieu of email to receive this information. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailtoContact Information Redacted
Sent: Saturday, February 14, 2015 4:52 AM
To: CustServ Safe-Pharmacy
Cc: 'Jonas Koelle'
Subject: RE: application for Merck KGaA did not work

Dear Marty,

Could you please update us, on when we can expect to receive the token for the Sunrise (ending March 16) for merck.pharmacy.

Thanks in advance

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 29. januar 2015 15:20
To: Jannik Skou
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

NABP is in receipt of Merck KGaA's sunrise registration application.

We are currently reviewing Merck KGaA's and the other applications submitted during the sunrise registration period to determine completeness. As a result of this preliminary review, it is possible that we may require additional information from our applicants.

Once we determine an application is complete, we will then conduct a final application review.

I apologize that I am unable to provide a date certain at this time. Thank you for patience. We will be contacting you shortly.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailtoContact Information Redacted
Sent: Tuesday, January 27, 2015 7:24 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

Best regards
Jannik

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

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CH-6343 Rotkreuz
Switzerland

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To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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As to the technical issues, you did confirm that you are using Google Chrome, which is a supported by the application.

Please attempt to complete the application for a final time. If you are unsuccessful, let me know how far along in the application you are and I will guide you through the remaining pages, which we can complete the remainder of the application via email today.

One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!

Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been convicted, enjoined, disciplined, sanctioned, fined, punished, or the subject of a judgment or final decree of action by a court, administrative tribunal, or regulatory agency for violation of national or local laws or regulations relating to drugs or devices? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture pharmaceuticals in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture controlled substances/controlled drugs/narcotics/drugs of abuse in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailtoContact Information Redacted
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Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

When trying to enter the application data (to obtain a token for Merck KGaA to be able to participate in the Sunrise phase) I often experienced that the website froze (when trying to get to the next page). This led us to stop filling in the data.

I did, however, manage to fill in most of the application form today.

Another technical issue I faced was the fact that I was often times forced to make a mandatory choice (say choice of country) in fields that are not applicable to Merck KGaA's situation.

Today I decided simply to fill those fields in with “Germany” or “DBA” even though “NA” had been a correct answer.

Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer “NO” to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer “NO” to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailtoContact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Exhibit 10.11

Exhibit 10.11

Jessica Kutter

Von: Allain, Marty Contact Information Redacted
Gesendet: Montag, 23. Februar 2015 19:27
An: CustServ Safe-Pharmacy
Betreff: REVISED .Pharmacy Application - Pharmaceutical Manufacturer Information Requirements

Dear Applicant,

In response to questions regarding the scope of the .Pharmacy application for pharmaceutical manufacturers, NABP has modified the information required and methods available for submission. The revised application requirements are below.

Please supplement your application with the following (if the information was not previously provided):

- Corporate headquarter address and contact information (phone; fax; and email) including resident license number, license type, and licensor (if corporate headquarters is required to be licensed in your jurisdiction)
- Comprehensive facility list for all locations where drug manufacturing or distribution occurs including:
  - Facility name
  - Address
  - Contact information including phone number and fax
  - **Please note that individual facility license information is <u>not</u> required**

The facility list may be submitted via spreadsheet in an email attachment or through direct secure messaging, which is available upon request. In the alternative, the facility list may be submitted via a public form that includes the requisite information, e.g. SEC 10-K filing; however, additional application costs may apply if NABP must manually capture the data via the review of facility information submitted in this manner.

We appreciate the concerns recently raised regarding the application's scope and recognize the application will be more onerous for multi-national organizations; however, NABP must remain consistent in its review of all organizations requesting use of the restricted .pharmacy TLD and exercise due diligence in its review of each application to ensure adherence to the eligibility standards.

Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 10.12

Exhibit 10.12

Jessica Kutter

Von: Jannik Skou Contact Information Redacted
Gesendet: Montag, 2. März 2015 10:47
An: 'CustServ Safe-Pharmacy'
Cc: Jonas Koelle
Betreff: FW: application for Merck KGaA did not work
Anlagen: Herstellerlaubnis.pdf.004

Dear Marty,

Did you have a chance to review the email from Jonas Kölle (Merck KGaA) below?

We would appreciate some clarity, as the deadline for participating in the sunrise (March 16) is getting closer.

Thanks for your understanding.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Contact Information Redacted [mailto:Contact Information Redacted]
Sent: 20. februar 2015 15:51
To: CustServ Safe-Pharmacy
Cc: Jannik Skou
Subject: RE: application for Merck KGaA did not work

Dear Marty,

See below answers to question 1 and 2.

Regarding your third question:

1. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

a) Facility name
b) Address

c) Phone/Fax
d) Email
e) License number
f) License type – e.g. pharmaceutical manufacturer
g) Licensor – e.g. Regierungspraesidium Darmstadt

We find it out of proportions/irrelevant to provide a list of all our facilities/license agreements.

We do not intend to sell any drugs/medicine products under merck.pharmacy. Simply we want to make sure that users search for merck.pharmacy will find relevant information about our company and supply chain. And in this way support the good concept of a safe .pharmacy TLD.
We have already provided you with our license agreement for the headquarters (see attached) for pharmaceutical manufacturing in Germany.

We are listed on the German Stock Exchange http://www.boerse-frankfurt.de/en/equities/merck+kgaa+DE0006599905/company+data and as such are of course regularly audited for compliance as have our directors all passed criminal background checks.

As much as we understand the need for nic.pharmacy to perform checks of license agreements for the main target group of the .pharmacy registrants (online pharmacies), we hope that you will accept our application based on this information we have provided you so far.

We really support the .pharmacy project and goals (we ourselves invest serious resources and fighting the sale of counterfeit drugs online) and hope that our usage of the .pharmacy TLD would grant additional authentication to your project.

1. I can confirm that Merck KGaA is only seeking to register one domain; Merck.Pharmacy.

The purpose is short term to redirect merck.pharmacy to our group website – merckgroup.com.

Mid- and longer term we consider creating a separate website under Merck.pharmacy informing patients about our supply chain (Doctors – Receptions – Legitimate and authorized Pharmacies (on- and off line).

2. Please see our corporate website under http://www.emdgroup.com/emd/index.html
a. The other link is not working in the US/CA where we are marketed as EMD – from IP Numbers outside of US/Canada the link works http://www.merckgroup.com/en/worldwide/worldwide.html

Here is a screendump:

Worldwide

All | Merck Serono | Consumer Health | Performance Materials | Merck Millipore

AFRICA
Algeria
Angola
Benin
Botswana
Burkina Faso
Burundi
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Congo
Congo Democratic Republic
Djibouti
Egypt
Equatorial Guinea
Eritrea
Gabon
Gambia
Guinea
Guinea-Bissau
Ivory Coast
Kenya
Lesotho
Liberia
Libya
Madagascar
Malawi
Mauritania
Mauritius
Morocco
Mozambique
Namibia
Niger
Nigeria
Reunion Islands
Rwanda
Saint Helena
Senegal
Seychelles

ASIA
Bahrain
Bangladesh
China
India
Indonesia
Iran
Iraq
Israel
Japan
Jordan
Kuwait
Lebanon
Malaysia
Oman
Pakistan
Palestine
Philippines
Qatar
Saudi Arabia
Singapore
South Korea, Republic of Korea
Syria
Taiwan
Thailand
United Arab Emirates, U.A.E.
Vietnam
Yemen

EUROPE
Albania
Austria
Belarus
Belgium
Bulgaria
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland
Italy
Latvia
Lithuania
Macedonia
Malta
Netherlands
Norway
Poland
Portugal
Romania
Russian Federation
Serbia
Slovakia
Slovenia
Spain
Sweden
Switzerland
Turkey
Ukraine
United Kingdom

LATIN AMERICA
Argentina
Aruba
Bahamas
Barbados
Belize
Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominican Republic
Ecuador
El Salvador
Guatemala
Haiti
Honduras
Jamaica
Mexico
Nicaragua
Panama
Paraguay
Peru
Trinidad and Tobago
Uruguay
Venezuela

NORTH
Canad
USA

OCEAN
Austral
New Ze

Should you have any follow up questions – please do not hesitate to contact me.

Your sincerely

Jonas Kölle

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
| www.merckgroup.com

From: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
To: Jann k Skou Contact Information Redacted, CustServ Safe-Pharmacy <custserv@safe.pharmacy>,
Cc: "'Jonas Koelle Contact Information Redacted
Date: 17.02.2015 20:09
Subject: RE: application for Merck KGaA did not work

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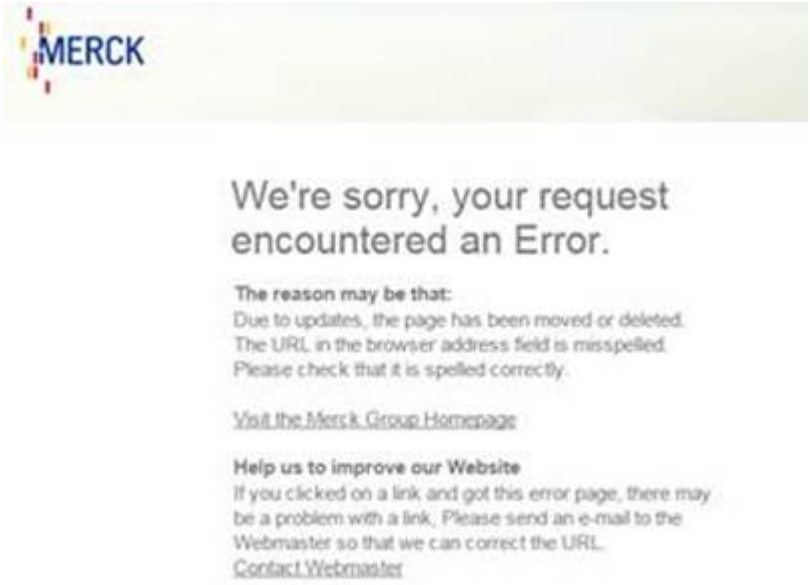

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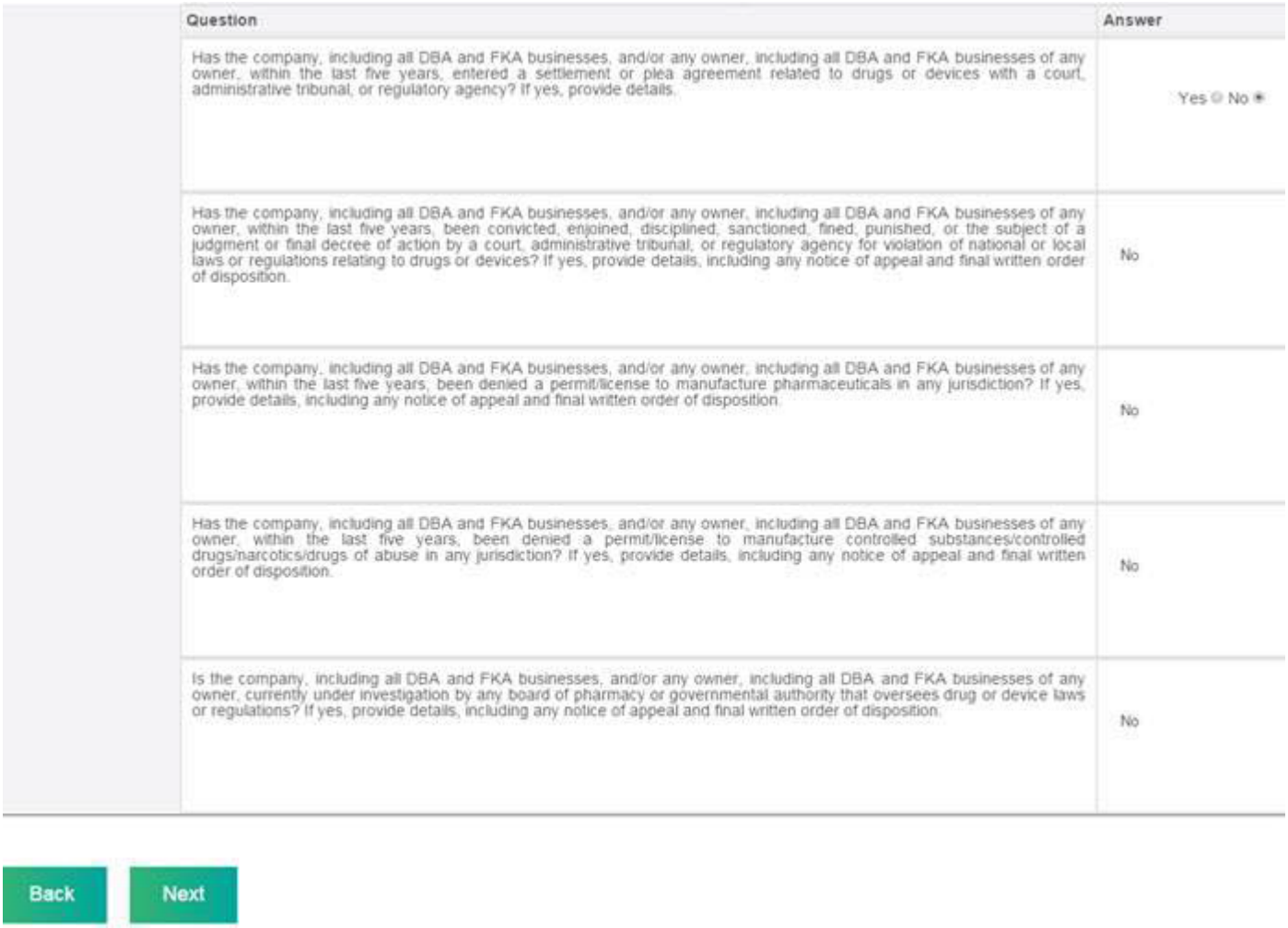

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Back Next

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Today I decided simply to fill those fields in with "Germany" or "DBA" even though "NA" had been a correct answer.

Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer "NO" to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer "NO" to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome

- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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[attachment "image007.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image001.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image002.png" deleted by Jonas Koelle/EMD/Merck]

Exhibit 10.13

Exhibit 10.13

Jessica Kutter

Von:	CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet:	Montag, 2. März 2015 15:02
An:	Jannik Skou; CustServ Safe-Pharmacy
Cc:	Jonas Koelle
Betreff:	RE: application for Merck KGaA did not work
Anlagen:	REVISED .Pharmacy Application - Pharmaceutical Manufacturer Information Requirements

Jannik,

NABP provided a general response to all of our pharmaceutical manufacturer applicants on February 23, 2015. Please see attached.

I confirmed that both Jonas and you were on the email distribution list.

Please let me know if you have additional questions. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:jContact Information Redacted]
Sent: Monday, March 02, 2015 3:47 AM
To: CustServ Safe-Pharmacy
Cc: 'Jonas Koelle'
Subject: FW: application for Merck KGaA did not work

Dear Marty,

Did you have a chance to review the email from Jonas Kölle (Merck KGaA) below?

We would appreciate some clarity, as the deadline for participating in the sunrise (March 16) is getting closer.

Thanks for your understanding.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Contact Information Redacted [mailto:Contact Information Redacted]
Sent: 20. februar 2015 15:51
To: CustServ Safe-Pharmacy
Cc: Jannik Skou
Subject: RE: application for Merck KGaA did not work

Dear Marty,

See below answers to question 1 and 2.

Regarding your third question:

1. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

a) Facility name
b) Address
c) Phone/Fax
d) Email
e) License number
f) License type – e.g. pharmaceutical manufacturer
g) Licensor – e.g. Regierungspraesidium Darmstadt

We find it out of proportions/irrelevant to provide a list of all our facilities/license agreements.

We do not intend to sell any drugs/medicine products under merck.pharmacy. Simply we want to make sure that users search for merck.pharmacy will find relevant information about our company and supply chain. And in this way support the good concept of a safe .pharmacy TLD.
We have already provided you with our license agreement for the headquarters (see attached) for pharmaceutical manufacturing in Germany.

We are listed on the German Stock Exchange http://www.boerse-frankfurt.de/en/equities/merck+kgaa+DE0006599905/company+data and as such are of course regularly audited for compliance as have our directors all passed criminal background checks.

As much as we understand the need for nic.pharmacy to perform checks of license agreements for the main target group of the .pharmacy registrants (online pharmacies), we hope that you will accept our application based on this information we have provided you so far.

We really support the .pharmacy project and goals (we ourselves invest serious resources and fighting the sale of counterfeit drugs online) and hope that our usage of the .pharmacy TLD would grant additional authentication to your project.

1. I can confirm that Merck KGaA is only seeking to register one domain; Merck.Pharmacy.

The purpose is short term to redirect merck.pharmacy to our group website – merckgroup.com.

Mid- and longer term we consider creating a separate website under Merck.pharmacy informing patients about our supply chain (Doctors – Receptions – Legitimate and authorized Pharmacies

(on- and off line).

2. Please see our corporate website under http://www.emdgroup.com/emd/index.html
a. The other link is not working in the US/CA where we are marketed as EMD – from IP Numbers outside of US/Canada the link
works http://www.merckgroup.com/en/worldwide/worldwide.html

Here is a screendump:

Worldwide

All | Merck Serono | Consumer Health | Performance Materials | Merck Millipore

AFRICA
Algeria
Angola
Benin
Botswana
Burkina Faso
Burundi
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Congo
Congo Democratic Republic
Djibouti
Egypt
Equatorial Guinea
Eritrea
Gabon
Gambia
Guinea
Guinea-Bissau
Ivory Coast
Kenya
Lesotho
Liberia
Libya
Madagascar
Malawi
Mauritania
Mauritius
Morocco
Mozambique
Namibia
Niger
Nigeria
Reunion Islands
Rwanda
Saint Helena
Senegal
Seychelles

ASIA
Bahrain
Bangladesh
China
India
Indonesia
Iran
Iraq
Israel
Japan
Jordan
Kuwait
Lebanon
Malaysia
Oman
Pakistan
Palestine
Philippines
Qatar
Saudi Arabia
Singapore
South Korea, Republic of Korea
Syria
Taiwan
Thailand
United Arab Emirates, U.A.E.
Vietnam
Yemen

EUROPE
Albania
Austria
Belarus
Belgium
Bulgaria
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland
Italy
Latvia
Lithuania
Macedonia
Malta
Netherlands
Norway
Poland
Portugal
Romania
Russian Federation
Serbia
Slovakia
Slovenia
Spain
Sweden
Switzerland
Turkey
Ukraine
United Kingdom

LATIN AMERICA
Argentina
Aruba
Bahamas
Barbados
Belize
Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominican Republic
Ecuador
El Salvador
Guatemala
Haiti
Honduras
Jamaica
Mexico
Nicaragua
Panama
Paraguay
Peru
Trinidad and Tobago
Uruguay
Venezuela

NORTH
Canad
USA

OCEAN
Austral
New Ze

Should you have any follow up questions – please do not hesitate to contact me.

Your sincerely

Jonas Kölle

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

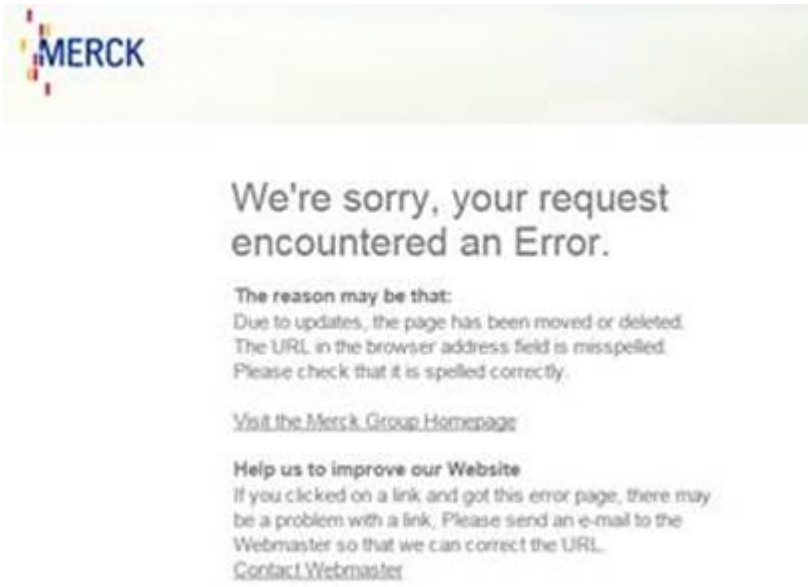
Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
| www.merckgroup.com

From: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
To: Jann k Skou <Contact Information Redacted, CustServ Safe-Pharmacy <custserv@safe.pharmacy>,
Cc: "'Jonas Koelle Contact Information Redacted>
Date: 17.02.2015 20:09
Subject: RE: application for Merck KGaA did not work

Jannik,

After reviewing the application, we do require some additional information and clarification:

1. **Domain name requested.** I wanted to confirm that the only domain name being requested was *merck.pharmacy*.
2. **Urls for review.** The url provided (http://www.merckgroup.com/en/worldwide/worldwide.html) does not open an active page. See screenshot below. Please provide the company url to be reviewed (i.e. the url that will link to the domain name requested).



3. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

a) Facility name
b) Address
c) Phone/Fax
d) Email
e) License number
f) License type – e.g. pharmaceutical manufacturer
g) Licensor – e.g. Regierungspraesidium Darmstadt

You are welcome to provide a spreadsheet of this information and, if you wish, we can offer secure direct messaging in lieu of email to receive this information. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted]
Sent: Saturday, February 14, 2015 4:52 AM
To: CustServ Safe-Pharmacy
Cc: 'Jonas Koelle'
Subject: RE: application for Merck KGaA did not work

Dear Marty,

Could you please update us, on when we can expect to receive the token for the Sunrise (ending March 16) for merck.pharmacy.

Thanks in advance

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 29. januar 2015 15:20
To: Jannik Skou
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

NABP is in receipt of Merck KGaA's sunrise registration application.

We are currently reviewing Merck KGaA's and the other applications submitted during the sunrise registration period to determine completeness. As a result of this preliminary review, it is possible that we may require additional information from our applicants.

Once we determine an application is complete, we will then conduct a final application review.

I apologize that I am unable to provide a date certain at this time. Thank you for patience. We will be contacting you shortly.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailtoContact Information Redacted]
Sent: Tuesday, January 27, 2015 7:24 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

Best regards
Jannik

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

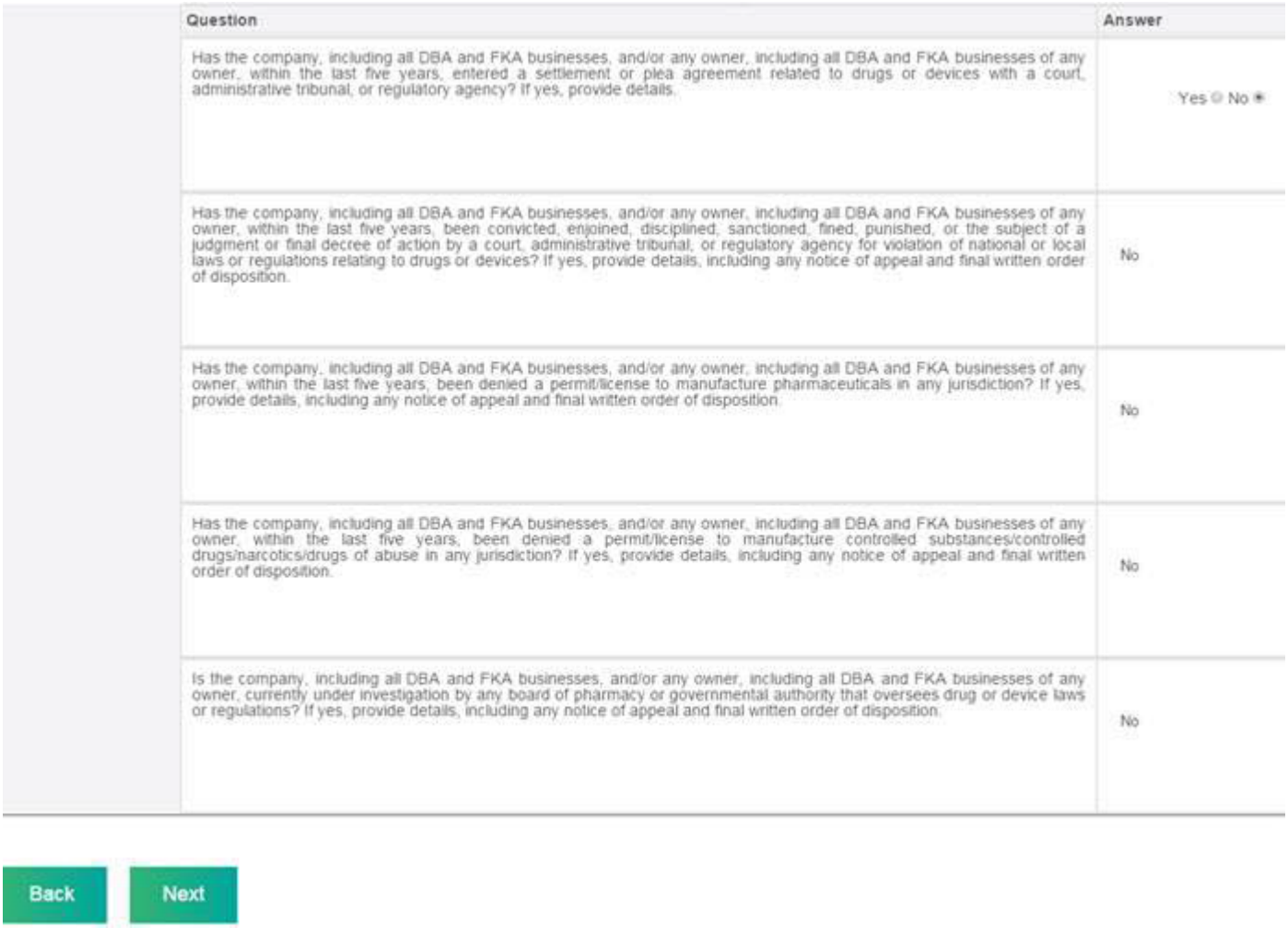
Jannik,

As we discussed on the phone moments ago, please answer the questions to the best of your ability. We may have follow up questions, but your suggested answers below will be accepted for the purposes of timely completing the application today.

As to the technical issues, you did confirm that you are using Google Chrome, which is a supported by the application.

Please attempt to complete the application for a final time. If you are unsuccessful, let me know how far along in the application you are and I will guide you through the remaining pages, which we can complete the remainder of the application via email today.

One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!



Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been convicted, enjoined, disciplined, sanctioned, fined, punished, or the subject of a judgment or final decree of action by a court, administrative tribunal, or regulatory agency for violation of national or local laws or regulations relating to drugs or devices? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture pharmaceuticals in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture controlled substances/controlled drugs/narcotics/drugs of abuse in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailtoContact Information Redacted]
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

When trying to enter the application data (to obtain a token for Merck KGaA to be able to participate in the Sunrise phase) I often experienced that the website froze (when trying to get to the next page). This led us to stop filling in the data.

I did, however, manage to fill in most of the application form today.

Another technical issue I faced was the fact that I was often times forced to make a mandatory choice (say choice of country) in fields that are not applicable to Merck KGaA's situation.

Today I decided simply to fill those fields in with "Germany" or "DBA" even though "NA" had been a correct answer.

Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer "NO" to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer "NO" to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on +45 2227 56 96
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome

- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Tel: (847) 391-4533
Fax: (847) 375-1733

From: Jannik Skou [mailto:Contact Information Redacted]
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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[attachment "image007.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image001.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image002.png" deleted by Jonas Koelle/EMD/Merck]

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Click http://www.merckgroup.com/disclaimer to access the German, French, Spanish and Portuguese versions of this disclaimer.

Exhibit 10.14

Exhibit 10.14

Jessica Kutter

Von:	Jannik Skou <Contact Information Redacted>
Gesendet:	Dienstag, 3. März 2015 12:48
An:	'CustServ Safe-Pharmacy'
Betreff:	merck.pharmacy sunrise application - list of production sites
Anlagen:	2015 03 03 Merck Production Sites.xlsx.001; Herstellerlaubnis.pdf.002; RE: application for Merck KGaA did not work

Dear Marty

Regarding sunrise application for MERCK.PHARMACY

Find attached the list of Merck Production Sites and the license for Merck KGaA at HQ in Darmstadt.

As previously stated (in Emails – one is attached here) and in the online application form

Mr. Jonas Kölle is the primary contact for the domain name. See contact details below.

Please confirm the receipt of this email – and please let me know, when we can expect to retrieve the code for filing the sunrise domain name registration.

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
| www.merckgroup.com

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 10.15

Exhibit 10.15

Jessica Kutter

Von:	Jannik Skou <Contact Information Redacted>
Gesendet:	Dienstag, 3. März 2015 12:48
An:	'CustServ Safe-Pharmacy'
Betreff:	merck.pharmacy sunrise application - list of production sites
Anlagen:	2015 03 03 Merck Production Sites.xlsx; Herstellerlaubnis.pdf; RE: application for Merck KGaA did not work

Dear Marty

Regarding sunrise application for MERCK.PHARMACY

Find attached the list of Merck Production Sites and the license for Merck KGaA at HQ in Darmstadt.

As previously stated (in Emails – one is attached here) and in the online application form

Mr. Jonas Kölle is the primary contact for the domain name. See contact details below.

Please confirm the receipt of this email – and please let me know, when we can expect to retrieve the code for filing the sunrise domain name registration.

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
| www.merckgroup.com

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 10.15.01

Exhibit 10.15.01

Regierungspräsidium Darmstadt

HESSEN

HERSTELLUNGS-/EINFUHRERLAUBNIS

1. Nummer der Erlaubnis/Aktenzeichen	DE_HE_01_MIA_2013_0002/II 23.2 Bey -18 I 02 (001)- D 12
2. Name des Erlaubnisinhabers	Merck KGaA
3. Anschrift/en der Betriebsstätte/n des Herstellers / des Einführers	Merck KGaA Frankfurter Straße 250 A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67 64293 Darmstadt
4. Eingetragene Anschrift des Erlaubnisinhabers	Frankfurter Straße 250 64293 Darmstadt
5. Umfang der Erlaubnis sowie Darreichungsformen	ANLAGE 1 und ANLAGE 2
6. Rechtsgrundlage der Erlaubniserteilung	§ 13 Absatz 1 und § 72 Absatz 1 des Gesetzes über den Verkehr mit Arzneimitteln (Arzneimittelgesetz - AMG) in gültiger Fassung
7. Name des verantwortlichen Bearbeiters der zuständigen Behörde des Mitgliedstaates, der die Erlaubnis erteilt	Doris Beyer-Röbig
8. Unterschrift	Im Auftrag
9. Datum	24.01.2013

REGIERUNGSPRÄSIDIUM DARMSTADT

Regierungspräsidium Darmstadt HESSEN

10. Anlagen

Anlage 1 und Anlage 2
Anlage 4 (Anschrift/en beauftragter Prüfbetriebe)
Anlage 8 (Liste der Produkte, auf die sich die Herstellungs-/Einfuhrerlaubnis erstreckt)

UMFANG DER ERLAUBNIS

Anlage 1

Name und Anschrift der Betriebsstätte:
Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Humanarzneimittel

ERLAUBTE TÄTIGKEITEN
Herstellungstätigkeiten (gemäß Teil 1)
Einfuhr von Arzneimitteln (gemäß Teil 2)

Teil 1 - HERSTELLUNGSTÄTIGKEITEN

- Die erlaubten Herstellungstätigkeiten umfassen vollständige und teilweise Herstellung (einschließlich verschiedener Prozesse wie Umfüllen, Abpacken oder Kennzeichnen), Chargenfreigabe und -zertifizierung, Lagerung und Vertrieb der genannten Darreichungsformen sofern nicht anders angegeben;

- Die Qualitätskontrolle und/oder Freigabe und/oder Chargenzertifizierung ohne Herstellungsschritte sollten unter den entsprechenden Punkten spezifiziert werden;

- Unter der relevanten Produktart und Darreichungsform sollte auch angegeben werden, wenn der Hersteller Produkte mit speziellen Anforderungen herstellt, z.B. radioaktive Arzneimittel oder Arzneimittel, die Penicilline, Sulfonamide, Zytostatika, Cephalosporine, Stoffe mit hormoneller Wirkung oder andere potenziell gefährliche Wirkstoffe enthalten (anwendbar für alle Bereiche des Teils 1 mit Ausnahme 1.5.2 und 1.6).

1.1	**Sterile Produkte**
	1.1.1 Aseptisch hergestellt
	1.1.1.1 Großvolumige flüssige Darreichungsformen
	1.1.1.2 Lyophilisate Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
	1.1.1.3 Halbfeste Zubereitungen
	1.1.1.4 Kleinvolumige flüssige Darreichungsformen Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
	1.1.1.6 Andere aseptisch hergestellte Produkte Augentropfen
	1.1.2 Im Endbehältnis sterilisiert

	1.1.2.3 Kleinvolumige flüssige Darreichungsformen
1.2	**Nichtsterile Produkte**
	1.2.1 Nichtsterile Produkte
	1.2.1.2 Weichkapseln
	1.2.1.6 Flüssige Darreichungsformen zur inneren Anwendung
	1.2.1.8 Andere feste Arzneiformen
	1.2.1.13 Tabletten Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
	1.2.1.14 Transdermale Systeme
1.3	**Biologische Arzneimittel**
	1.3.1 Biologische Arzneimittel
	1.3.1.5 Biotechnologische Produkte Rekombinante Proteine/DNS
1.4	**Andere Produkte oder Herstellungstätigkeiten** [jede andere relevante Herstellungsaktivität/Produktart, die oben nicht erwähnt ist, z.B. Sterilisation von Wirkstoffen, Herstellung von biologischen Ausgangsstoffen (sofern durch nationale Vorschriften vorgesehen), pflanzliche oder homöopathische Produkte, Bulk oder vollständige Herstellung usw.]
	1.4.1 Herstellung von
	1.4.1.4 Anderen Produkten - Wirkstoffe tierischer Herkunft - Wirkstoff/Hilfsmischungen
1.5	**Nur Abpacken**
	1.5.2 Sekundärverpacken
1.6	**Qualitätskontrolle**
	1.6.1 Mikrobiologisch: Sterilität
	1.6.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	1.6.3 Chemisch/Physikalisch
	1.6.4 Biologisch

Einschränkungen oder Klarstellungen bezüglich der Herstellungstätigkeiten

Zu 1.1.1.2: Nur Sekundärverpacken, Qualitätskontrolle und Chargenfreigabe;

Zu 1.1.1.3: Nur Chargenfreigabe von Augensalbe;

Zu 1.2.1.2: Nur Qualitätskontrolle und Chargenfreigabe;

Zu 1.2.1.8: Feste Darreichungsformen mit veränderter Wirkstofffreisetzung,
nur Chargenfreigabe bei Dragees;

Zu 1.2.1.13: Beinhaltet auch die ausschließliche Sekundärverpackung und Chargenfreigabe von Zytostatika;

Zu 1.2.1.14: Nur Chargenfreigabe

Teil 2 - EINFUHR VON ARZNEIMITTELN - Einfuhrtätigkeiten sind unter der entsprechenden Produktart in diesem Abschnitt zu erfassen; Einfuhrtätigkeiten von nur teilweise hergestellten Produkten sind ebenfalls in diesem Abschnitt zu spezifizieren; - erlaubte Einfuhrtätigkeiten umfassen Lagerung und Vertrieb soweit nicht anders angegeben	
2.1	**Qualitätskontrolle eingeführter Arzneimittel**
	2.1.1 Mikrobiologisch: Sterilität
	2.1.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	2.1.3 Chemisch/Physikalisch
	2.1.4 Biologisch
2.2	**Chargenfreigabe eingeführter Arzneimittel**
	2.2.1 Sterile Produkte
	2.2.1.1 aseptisch hergestellt
	2.2.2 Nichtsterile Produkte
	2.2.3 Biologische Arzneimittel
	2.2.3.5 Biotechnologische Produkte
	2.2.4 Andere Produkte [jede andere relevante Einfuhrtätigkeit, die nicht oben erwähnt ist, z.B. Einfuhr von radioaktiven Arzneimitteln, medizinischen Gasen, pflanzlichen oder homöopathischen Produkten usw.]
	2.2.4.6 Andere Produkte Gentechnologisch hergestellte Wirkstoffe Biotechnologisch hergestellte Wirkstoffe

Einschränkungen oder Klarstellungen bezüglich der Einfuhrtätigkeiten

Zu 2.2.3.5: Rekombinante Proteine/DNS

UMFANG DER ERLAUBNIS

Anlage 2

Name und Anschrift der Betriebsstätte:
Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Prüfpräparate zur Anwendung am Menschen

ERLAUBTE TÄTIGKEITEN
Herstellungstätigkeiten für Prüfpräparate (gemäß Teil 1)
Einfuhr von Prüfpräparaten (gemäß Teil 2)

Teil 1 - HERSTELLUNGSTÄTIGKEITEN FÜR PRÜFPRÄPARATE

- Die erlaubten Herstellungstätigkeiten umfassen vollständige und teilweise Herstellung (einschließlich verschiedener Prozesse wie Umfüllen, Abpacken oder Kennzeichnen), Chargenfreigabe und -zertifizierung, Lagerung und Vertrieb der genannten Darreichungsformen sofern nicht anders angegeben;

- Die Qualitätskontrolle und/oder Freigabe und/oder Chargenzertifizierung ohne Herstellungsschritte sollten unter den entsprechenden Punkten spezifiziert werden;

- Unter der relevanten Produktart und Darreichungsform sollte auch angegeben werden, wenn der Hersteller Produkte mit speziellen Anforderungen herstellt, z.B. radioaktive Arzneimittel oder Arzneimittel, die Penicilline, Sulfonamide, Zytostatika, Cephalosporine, Stoffe mit hormoneller Wirkung oder andere potenziell gefährliche Wirkstoffe enthalten (anwendbar für alle Bereiche des Teils 1 mit Ausnahme 1.5.2 und 1.6).

1.1	**Sterile Produkte**
	1.1.1 Aseptisch hergestellt
	1.1.1.1 Großvolumige flüssige Darreichungsformen
	1.1.1.2 Lyophilisate Spezielle Anforderungen 3 Prostaglandine/Zytokine
	1.1.1.4 Kleinvolumige flüssige Darreichungsformen
	1.1.2 Im Endbehältnis sterilisiert
	1.1.2.3 Kleinvolumige flüssige Darreichungsformen
1.2	**Nichtsterile Produkte**
	1.2.1 Nichtsterile Produkte
	1.2.1.1 Hartkapseln
	1.2.1.6 Flüssige Darreichungsformen zur inneren Anwendung

	1.2.1.8 Andere feste Arzneiformen
	1.2.1.13 Tabletten Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
1.3	**Biologische Arzneimittel**
	1.3.1 Biologische Arzneimittel
	1.3.1.2 Immunologische Produkte Rekombinante Proteine/DNS Andere Tumorvaccine
	1.3.1.5 Biotechnologische Produkte Rekombinante Proteine/DNS
1.4	**Andere Produkte oder Herstellungstätigkeiten** [jede andere relevante Herstellungsaktivität/Produktart, die oben nicht erwähnt ist, z.B. Sterilisation von Wirkstoffen, Herstellung von biologischen Ausgangsstoffen (sofern durch nationale Vorschriften vorgesehen), pflanzliche oder homöopathische Produkte, Bulk oder vollständige Herstellung usw.]
	1.4.2 Sterilisation von Wirkstoffen / Hilfsstoffen / Fertigarzneimitteln
	1.4.2.1 Filtration
	1.4.2.2 Trockene Hitze
	1.4.2.3 Dampf
1.5	**Nur Abpacken**
	1.5.1 Primärverpacken
	1.5.1.2 Weichkapseln
	1.5.2 Sekundärverpacken
1.6	**Qualitätskontrolle**
	1.6.1 Mikrobiologisch: Sterilität
	1.6.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	1.6.3 Chemisch/Physikalisch
	1.6.4 Biologisch

Einschränkungen oder Klarstellungen bezüglich der Herstellungstätigkeiten

Zu 1.2.1.8: Feste Darreichungsformen mit veränderter Wirkstofffreisetzung;

Zu 1.2.1.13: Beinhaltet auch die ausschließliche Sekundärverpackung und Chargenfreigabe von Zytostatika

Teil 2 - EINFUHR VON PRÜFPRÄPARATEN	
- Einfuhrtätigkeiten sind unter der entsprechenden Produktart in diesem Abschnitt zu erfassen; Einfuhrtätigkeiten von nur teilweise hergestellten Produkten sind ebenfalls in diesem Abschnitt zu spezifizieren; - erlaubte Einfuhrtätigkeiten umfassen Lagerung und Vertrieb soweit nicht anders angegeben	
2.1	**Qualitätskontrolle eingeführter Prüfpräparate**
	2.1.1 Mikrobiologisch: Sterilität
	2.1.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	2.1.3 Chemisch/Physikalisch
	2.1.4 Biologisch
2.2	**Chargenfreigabe eingeführter Prüfpräparate**
	2.2.1 Sterile Produkte
	2.2.1.1 aseptisch hergestellt
	2.2.1.2 im Endbehältnis sterilisiert
	2.2.2 Nichtsterile Produkte
	2.2.3 Biologische Arzneimittel
	2.2.3.2 Immunologische Produkte
	2.2.3.5 Biotechnologische Produkte
	2.2.4 Andere Produkte [jede andere relevante Einfuhrtätigkeit, die nicht oben erwähnt ist, z.B. Einfuhr von radioaktiven Arzneimitteln, medizinischen Gasen, pflanzlichen oder homöopathischen Produkten usw.]
	2.2.4.6 Andere Produkte gentechnologisch hergestellte Wirkstoffe

Einschränkungen oder Klarstellungen bezüglich der Einfuhrtätigkeiten

Zu 2.2.3.2 und 2.2.3.5: Rekombinante Proteine/DNS

Anschrift/en beauftragter Prüfbetriebe	Nuvisan GmbH Wegenerstr. 13 89231 Neu-Ulm Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen Biopharm Gesellschaft zur biotechnol. Entwicklung von Pharmaka mbH Czernyring 22 69115 Heidelberg Freigaberelevante Prüfungen: Biologische Testungen Covance Laboratories Ltd. Otley Road - Harrogate, North Yorkshire, HG3 1PY Vereinigtes Königreich Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen L + S AG Mangelsfeld 4 97708 Bad Bocklet-Großenbrach Freigaberelevante Prüfungen: Biologische Testungen PHAST Gesellschaft für Pharmazeutische Qualitätsstandards mbH Kardinal-Wendel-Straße 16 66424 Homburg Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen RCC Ltd. Wölferstraße 4 4414 Füllinsdorf Schweiz Freigaberelevante Prüfungen: Biologische Testungen Chemische und physikalische Untersuchungen SGS Institut Fresenius Berlin GmbH & Co. KG Tegeler Weg 33 10589 Berlin Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen

Quality Assistance s.a.
Technoparc de Thudinie 2
6536 Dinstiennes
Belgien
Freigaberelevante Prüfungen:
Chemische und physikalische Untersuchungen

Aptuit OXF
111 Milton Park, -
- Abingdon, Oxfordshire OX14 4RZ
Vereinigtes Königreich
Freigaberelevante Prüfungen:
Chemische und physikalische Untersuchungen

Alphalytik Pharmaservice GmbH
Grünberger Straße 44
10245 Berlin
Freigaberelevante Prüfungen:
Biologische Testungen
Chemische und physikalische Untersuchungen

Solvias AG
Römerpark 2
CH-4303 Kaiseraugst
Schweiz
Freigaberelevante Prüfungen:
Chemische und physikalische Untersuchungen

Anlage 8

Liste der Produkte, auf die sich die Herstellungs-/Einfuhrerlaubnis erstreckt (in Übereinstimmung mit Artikel 41 und 42 der Richtlinie 2001/83/EG bzw. Artikel 45 und 46 der Richtlinie 2001/82/EG)

siehe aktuelle Anlage

MANUFACTURER'S AUTHORISATION

(This English translation is for reference only. It is not part of the official certificate.)

1. Authorisation number/file number	DE_HE_01_MIA_2013_0002/II 23.2 Bey -18 I 02 (001)- D 12
2. Name of authorisation holder	Merck KGaA
3. Address(es) of manufacturing site(s)	Merck KGaA Frankfurter Straße 250 A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67 64293 Darmstadt
4. Legally registered address of authorisation holder	Frankfurter Straße 250 64293 Darmstadt
5. Scope of authorisation and dosage forms	ANNEX 1 and ANNEX 2
6. Legal basis of authorisation	Sect 13 para 1 and sect 72 para 1 Arzneimittelgesetz (German Drug Law)
7. Name of responsible officer of the competent authority of the member state granting the manufacturing authorisation	Doris Beyer-Röbig
8. Signature	On behalf
9. Date	01/24/2013
10. Annexes attached	

Annex 1 and Annex 2
Annex 4 (Addresses of Contract Laboratories)
Annex 8 (Manufactured/ imported products authorised)

SCOPE OF AUTHORISATION

Annex 1

Name and address of the site:

Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Human Medicinal Products

AUTHORISED OPERATIONS

Manufacturing Operations (according to part 1)

Importation of Medicinal Products (according to part 2)

Part 1 - MANUFACTURING OPERATIONS

- authorised manufacturing operations include total and partial manufacturing (including various processes of dividing up, packaging or presentation), batch release and certification, storage and distribution of specified dosage forms unless informed to the contrary;

- quality control testing and/or release and batch certification activities without manufacturing operations should be specified under the relevant items;

- if the company is engaged in manufacture of products with special requirements e.g. radiopharmaceuticals or products containing penicillin, sulphonamides, cytotoxics, cephalosporins, substances with hormonal activity or other or potentially hazardous active ingredients this should be stated under the relevant product type and dosage form (applicable to all sections of Part 1 apart from sections 1.5.2 and 1.6)

1.1	**Sterile Products**
	1.1.1 Aseptically prepared
	1.1.1.1 Large volume liquids
	1.1.1.2 Lyophilisates Special requirements 2 Hormones or substances with hormonal activity
	1.1.1.3 Semi-solids
	1.1.1.4 Small volume liquids Special requirements 2 Hormones or substances with hormonal activity
	1.1.1.6 Other aseptically prepared products Eye drops
	1.1.2 Terminally sterilised

	1.1.2.3 Small volume liquids
1.2	**Non-sterile products**
	1.2.1 Non-sterile products
	1.2.1.2 Capsules, soft shell
	1.2.1.6 Liquids for internal use
	1.2.1.8 Other solid dosage forms
	1.2.1.13 Tablets Special requirements 2 Hormones or substances with hormonal activity
	1.2.1.14 Transdermal patches
1.3	**Biological medicinal products**
	1.3.1 Biological medicinal products
	1.3.1.5 Biotechnology products Recombinant proteins/DNA
1.4	**Other products or manufacturing activity** [any other relevant manufacturing activity/product type that is not covered above e.g. sterilisation of active substances, manufacture of biological active starting materials (when required by national legislation), herbal or homeopathic products , bulk or total manufacturing, etc].
	1.4.1 Manufacture of:
	1.4.1.4 Other - Ingredients of animal origin - Active substances/excipients
1.5	**Packaging only**
	1.5.2 Secondary packing
1.6	**Quality control testing**
	1.6.1 Microbiological: sterility
	1.6.2 Microbiological: non-sterility
	1.6.3 Chemical/Physical
	1.6.4 Biological

Any restrictions or clarifying remarks related to the scope of these Manufacturing operations

Ref. to 1.1.1.2: Only secondary packaging, quality control testing and batch certification;

Ref. to 1.1.1.3: Only batch certification of eye ointment;

Ref to 1.2.1.2: Only quality control testing and batch certification;

Ref. to 1.2.1.8: Modified release solid dose forms,
only batch certification of sugar coated tablets (dragée);

Ref. to 1.2.1.13: Includes also exclusive secondary packaging and batch certification of cytotoxics;

Ref to 1.2.1.14: Only batch certification

Part 2 - IMPORTATION OF MEDICINAL PRODUCTS

- any importation activity in relation to imported product should be entered under the relevant product categories in this section; importation activities relating to partially manufactured product should also be included in this section;

- importation activities include storage and distribution unless informed to the contrary

2.1	**Quality control testing of imported medicinal products**
	2.1.1 Microbiological: sterility
	2.1.2 Microbiological: non-sterility
	2.1.3 Chemical/Physical
	2.1.4 Biological
2.2	**Batch certification of imported medicinal products**
	2.2.1 Sterile products
	2.2.1.1 Aseptically prepared
	2.2.2 Non-sterile products
	2.2.3 Biological products
	2.2.3.5 Biotechnology products
	2.2.4 Other products [any other relevant importation activity that is not covered above e.g. importation of radiopharmaceuticals, medicinal gases, herbal or homeopathic products, etc.]
	2.2.4.6 Other Ingredients produced using genetic engineering Active pharmaceutical ingredients produced by biotechnology

Any restrictions or clarifying remarks related to the scope of these Importation operations

Ref. to 2.2.3.5: Recombinant proteins/DNA

SCOPE OF AUTHORISATION

Annex 2

Name and address of the site:
Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Human Investigational Medicinal Products

AUTHORISED OPERATIONS
Manufacturing Operations of Investigational Medical Products (according to part 1)
Importation of Investigational Medicinal Products (according to part 2)

Part 1 - MANUFACTURING OPERATIONS OF INVESTIGATIONAL MEDICINAL PRODUCTS

- authorised manufacturing operations include total and partial manufacturing (including various processes of dividing up, packaging or presentation), batch release and certification, storage and distribution of specified dosage forms unless informed to the contrary;

- quality control testing and/or release and batch certification activities without manufacturing operations should be specified under the relevant items;

- if the company is engaged in manufacture of products with special requirements e.g. radiopharmaceuticals or products containing penicillin, sulphonamides, cytotoxics, cephalosporins, substances with hormonal activity or other or potentially hazardous active ingredients this should be stated under the relevant product type and dosage form (applicable to all sections of Part 1 apart from sections 1.5.2 and 1.6)

1.1	**Sterile Products**
	1.1.1 Aseptically prepared
	1.1.1.1 Large volume liquids
	1.1.1.2 Lyophilisates Special requirements 3 Prostaglandins/Cytokines
	1.1.1.4 Small volume liquids
	1.1.2 Terminally sterilised
	1.1.2.3 Small volume liquids
1.2	**Non-sterile products**
	1.2.1 Non-sterile products
	1.2.1.1 Capsules, hard shell
	1.2.1.6 Liquids for internal use

	1.2.1.8 Other solid dosage forms
	1.2.1.13 Tablets Special requirements 2 Hormones or substances with hormonal activity
1.3	**Biological medicinal products**
	1.3.1 Biological medicinal products
	1.3.1.2 Immunological products Recombinant proteins/DNA Others Tumor vaccine
	1.3.1.5 Biotechnology products Recombinant proteins/DNA
1.4	**Other products or manufacturing activity** [any other relevant manufacturing activity/product type that is not covered above e.g. sterilisation of active substances, manufacture of biological active starting materials (when required by national legislation), herbal or homeopathic products , bulk or total manufacturing, etc].
	1.4.2 Sterilisation of active substances/excipients/finished product:
	1.4.2.1 Filtration
	1.4.2.2 Dry heat
	1.4.2.3 Moist heat
1.5	**Packaging only**
	1.5.1 Primary Packing
	1.5.1.2 Capsules, soft shell
	1.5.2 Secondary packing
1.6	**Quality control testing**
	1.6.1 Microbiological: sterility
	1.6.2 Microbiological: non-sterility
	1.6.3 Chemical/Physical
	1.6.4 Biological

Any restrictions or clarifying remarks related to the scope of these Manufacturing operations

Ref. to 1.2.1.8: Modified release solid dose forms;

Ref. to 1.2.1.13: Includes also exclusive secondary packaging and batch certification of cytotoxics

Part 2 - IMPORTATION OF INVESTIGATIONAL MEDICINAL PRODUCTS	
- any importation activity in relation to imported product should be entered under the relevant product categories in this section; importation activities relating to partially manufactured product should also be included in this section; - importation activities include storage and distribution unless informed to the contrary	
2.1	**Quality control testing of imported investigational medicinal products**
	2.1.1 Microbiological: sterility
	2.1.2 Microbiological: non-sterility
	2.1.3 Chemical/Physical
	2.1.4 Biological
2.2	**Batch certification of imported investigational medicinal products**
	2.2.1 Sterile products
	2.2.1.1 Aseptically prepared
	2.2.1.2 Terminally sterilised
	2.2.2 Non-sterile products
	2.2.3 Biological products
	2.2.3.2 Immunological products
	2.2.3.5 Biotechnology products
	2.2.4 Other products [any other relevant importation activity that is not covered above e.g. importation of radiopharmaceuticals, medicinal gases, herbal or homeopathic products, etc.]
	2.2.4.6 Other ingredients produced using genetic engineering

Any restrictions or clarifying remarks related to the scope of these Importation operations

Ref. to 2.2.3.2 and 2.2.3.5: Recombinant proteins/DNA

Address(es) of Contract Laboratories	Nuvisan GmbH Wegenerstr. 13 89231 Neu-Ulm batch release relevant testing: Chemical and physical testing Biopharm Gesellschaft zur biotechnol. Entwicklung von Pharmaka mbH Czernyring 22 69115 Heidelberg batch release relevant testing: Biological testing Covance Laboratories Ltd. Otley Road - Harrogate, North Yorkshire, HG3 1PY Vereinigtes Königreich batch release relevant testing: Chemical and physical testing L + S AG Mangelsfeld 4 97708 Bad Bocklet-Großenbrach batch release relevant testing: Biological testing PHAST Gesellschaft für Pharmazeutische Qualitätsstandards mbH Kardinal-Wendel-Straße 16 66424 Homburg batch release relevant testing: Chemical and physical testing RCC Ltd. Wölferstraße 4 4414 Füllinsdorf Schweiz batch release relevant testing: Biological testing Chemical and physical testing SGS Institut Fresenius Berlin GmbH & Co. KG Tegeler Weg 33 10589 Berlin batch release relevant testing: Chemical and physical testing

Quality Assistance s.a.
Technoparc de Thudinie 2
6536 Dinstiennes
Belgien
batch release relevant testing:
Chemical and physical testing

Aptuit OXF
111 Milton Park, -
- Abingdon, Oxfordshire OX14 4RZ
Vereinigtes Königreich
Batch release relevant testing:
Chemical and physical testing

Alphalytik Pharmaservice GmbH
Grünberger Straße 44
10245 Berlin
batch release relevant testing:
Biological testing
Chemical and physical testing

Solvias AG
Römerpark 2
CH-4303 Kaiseraugst
Schweiz
batch release relevant testing:
Chemical and physical testing

Annex 8

Products authorised to be manufactured/imported (in accordance with Article 41 and 42 of Directive 2001/83/EC and/or Article 45 and 46 of Directive 2001/82/EC, as amended).

siehe aktuelle Anlage

Exhibit 10.15.02

Exhibit 10.15.02

Facility name		Address	Country	Contact information incl. phone number and fax
Merck KGaA & Co. Werk Spittal	Production Sales & Marketing Warehouse	Hösslgasse 20 9800 Spittal/Drau	Austria	phone.: +43 (0) 4762/5151-0 fax: +43 (0) 4762/5151-440
Merck SA	Production Research & Development Sales & Marketing Warehouse	Estrada dos Bandeirantes, 1099 PO Box 70560 Rio de Janeiro 22710-571	Brazil	phone: (55) 21-2444-2000 fax: (55) 21-2445-2263
EMD Inc.	Production Research & Development Sales & Marketing Warehouse	2011 94 Street Nw, Edmonton, AB T6N 1H1	Canada	phone: (780) 450-3761 fax: 780-463-0871
Merck S.A.	Production Sales & Marketing Warehouse	Francisco de Paula Taforó 1981 Ñuñoa, Santiago	Chile	phone: +56 (0) 2 23400 000 fax: +56 (0) 2 23400 198 / -199
Merck Biodevelopment S.A.S.	Production Research & Development	1 rue Jacques Monod 33650 Martillac Cedex	France	phone: +33 (0)5 57 96 09 60 fax: +33 (0)5 56 64 11 60
Merck Santé S.A.S.	Production Warehouse	2 Rue du Pressoir Vert, 45400 Semoy	France	phone: +33 (0)4 72 78 25 25 fax: +33 (0)4 78 75 39 05
Merck KGaA	Production Research & Development Sales & Marketing Warehouse	Frankfurter Straße 250, 64293 Darmstadt	Germany	phone: +49 (0) 6151 72-0 fax: +49 (0) 6151 72-2000
Allergopharma GmbH & Co. KG	Production Research & Development Sales & Marketing Warehouse	Hermann-Körner-Str. 52 21465 Reinbek	Germany	phone: +49 (0)40 / 727 65-0 fax: +49 (0)40 / 722 77 13
Merck Limited	Production Research & Development	Plot No. 11/1, Marvasodo,Usgaon,Ponda, Goa 403 407	India	phone: +91 832 6614111 fax: +91 22 2495 0307
PT Merck Tbk.	Production Research & Development Sales & Marketing Warehouse	Jl. TB Simatupang No. 8, Pasar Rebo, Daerah Khusus Ibukota Jakarta 13760	Indonesia	phone: +62 21 2856 5600 fax: +62 21 2856 5601
Merck Serono S p.A.	Production Warehouse	Zona Industriale De Modugno, 15 Via Delle Magnolie, Bari (Modugno)	Italy	phone: +39 03980 531 8318 fax: + 39 0670384643
Merck Serono S p.A.	Production Research & Development	Km. 18.300, Via Tiburtina - 00012 Guidonia Montecelio (RM)	Italy	phone: +39-06-703841 fax: +39-06-70384643
Merck Ltd.	Production Warehouse	4084, Nakatsu, Aikawa-machi, Aiko-gun Kanagawa Pref. 243-0303	Japan	phone: +81 46 286 2503 fax: +81 3 5434 4705
Merck, S A. de C.V.	Production Research & Development Sales & Marketing Warehouse	Calle 5, No. 7. Frac. Industrial Alce Blanco, Naucalpan, Estado de México	Mexico	phone: +52 55 2122 1600 fax: +52 55 2122 1613
Merck Pharmaceuticals (Pvt.) Ltd.	Production Warehouse	F – 126, S.I.T.E, Karachi	Pakistan	phone: +9221 32570761 fax: +9221 32567815
Merck (Private) Limited	Production Warehouse	D-7, Shaheed e Millat Road, Karachi	Pakistan	phone: +9221 111 523 523 fax: +9221 34559221
Merck S.L.	Production Research & Development Sales & Marketing Warehouse	Mollet del Vallès Polígono Industrial Merck 08100 Mollet del Valles (Barcelona)	Spain	phone: +34 93 565 55 00 fax: +34 91 745 44 44
Merck Serono S A.	Production Research & Development Warehouse	Zone Industrielle de l'Ouriett, 1170 Aubonne	Switzerland	phone: +41 (0)21 821 70 00 fax: +41 (0)21 808 65 30
Merck Serono S A.	Production Warehouse	Zone Industrielle 1267 Coinsins	Switzerland	Tel.: +41 22 354 5000 fax: +41 (0)21 808 65 30
Merck Serono S A.	Production Research & Development Warehouse	Zone Industrielle B 1809 Fenil-sur-Corsier	Switzerland	phone: +41 21 923 20 00 fax: +41 21 923 20 01
Seven Seas Ltd.	Production Sales & Marketing Warehouse	Hedon Road, Hull HU9 5NJ	United Kingdom	phone: +44 (0)1482 375234 fax: +44 (0)1482 374345
Merck Serono Uruguay Ares Trading Uruguay S A.	Production Research & Development Sales & Marketing Warehouse	Zonamerica Business & Technology Park Ruta 8, Km 17.500 Ed. Merck Serono C.P:91600 - Montevideo	Uruguay	phone: +598 2.5182351 / 52 fax: +598.2.5182353 / 50

Exhibit 10.16

Exhibit 10.16

Jessica Kutter

Von: Allain, Marty Contact Information Redacted
Gesendet: Freitag, 13. März 2015 17:17
An: CustServ Safe-Pharmacy
Betreff: Sunrise application status update

To all sunrise applicants:

We have recently received inquiries regarding the status of sunrise applications with the sunrise registration period closing on March 16.

The end of the registration period will not impact your status as a sunrise applicant. To be clear, there is no requirement that a sunrise applicant register within the prescribed registration period to retain sunrise status. NABP will continue to review your application as a sunrise request and will issue tokens if your organization is approved.

Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 10.17

Exhibit 10.17

Jessica Kutter

Von: Allain, Marty Contact Information Redacted
Gesendet: Dienstag, 31. März 2015 22:14
An: CustServ Safe-Pharmacy
Betreff: .Pharmacy application update & request for AUP review

Dear .Pharmacy applicant,

NABP is in the final stages of reviewing your sunrise .pharmacy TLD applications. We anticipate staff will provide a response to your domain name requests no later than April 14, 2015.

In the interim, we must resolve a recently discovered matter regarding the .Pharmacy Authorized Usage Policy (AUP).

When your organization originally applied for your .pharmacy domain name during sunrise, NABP inadvertently did not include two terms in the AUP posted online. Those terms are listed below and define activity that is prohibited within the .pharmacy TLD:

xi. Linking to other websites that are not .PHARMACY, for the purpose of transferring business or misleading the public to an unsafe source of products or services;
xii. Affiliating or linking with other organizations that do not support the safe, legal and ethical practices of .PHARMACY.

To review the complete AUP, please click on this link: http://www.safe.pharmacy/standards-policies/authorized-usage-policy

Please note these additional terms are not amendments or additions to the original AUP, but rather were unintentionally left off of the AUP terms posted on the .Pharmacy application and website.

If you object to these additional terms, you may terminate the application process by responding to this email with a request to withdraw your domain name request. NABP in turn will close your application with no further action necessary on your part. If you have no objections, please reply to this email with a statement accepting the additional AUP terms presented above and in the link provided.

A decision on your .pharmacy domain name request is contingent upon your acceptance of these additional AUP terms. We apologize for this oversight and appreciate your prompt response. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 10.18

Exhibit 10.18

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted>
Gesendet: Freitag, 3. April 2015 14:36
An: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
Betreff: Re: .Pharmacy application update & request for AUP review

dear Marty

We accept the terms

Happy Easter
Best regards
Jannik Skou

Den 31/03/2015 kl. 22.13 skrev "Allain, Marty" <Contact Information Redacted

> Dear .Pharmacy applicant,
>
> NABP is in the final stages of reviewing your sunrise .pharmacy TLD applications. We anticipate staff will provide a response to your domain name requests no later than April 14, 2015.
>
> In the interim, we must resolve a recently discovered matter regarding the .Pharmacy Authorized Usage Policy (AUP).
>
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>
> Marty Allain
> **.**Pharmacy Senior Manager
> National Association of Boards of Pharmacy
> 1600 Feehanville Drive
> Mount Prospect, IL 60056
> Contact Information Redacted

Exhibit 10.19

Exhibit 10.19

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted>
Gesendet: Dienstag, 21. April 2015 14:25
An: 'CustServ Safe-Pharmacy'
Betreff: FW: .Pharmacy application update & request for AUP review

Hi Marty

Any updates on validation of Merck KGaA as Sunrise Registrant?

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Jannik Skou [mailto Contact Information Redacted]
Sent: 3. april 2015 14:36
To: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
Subject: Re: .Pharmacy application update & request for AUP review

dear Marty

We accept the terms

Happy Easter
Best regards
Jannik Skou

Den 31/03/2015 kl. 22.13 skrev "Allain, Marty" Contact Information Redacted

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>
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>
> In the interim, we must resolve a recently discovered matter regarding the .Pharmacy Authorized Usage Policy (AUP).

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xii. Affiliating or linking with other organizations that do not support the safe, legal and ethical practices of .PHARMACY.

To review the complete AUP, please click on this link: http://www.safe.pharmacy/standards-policies/authorized-usage-policy

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Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 10.20

Exhibit 10.20

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Dienstag, 21. April 2015 23:05
An: Jannik Skou; CustServ Safe-Pharmacy
Betreff: RE: .Pharmacy application update & request for AUP review

Jannik,

It is my understanding that the application review is near completion and notification to applicants is being sent out this week. If you do not receive notification by week's end, please let me know and I will check into the matter. Thanks.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted]
Sent: Tuesday, April 21, 2015 7:25 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: FW: .Pharmacy application update & request for AUP review

Hi Marty

Any updates on validation of Merck KGaA as Sunrise Registrant?

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Jannik Skou [mailto Contact Information Redacted
Sent: 3. april 2015 14:36
To: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
Subject: Re: .Pharmacy application update & request for AUP review

dear Marty

We accept the terms

Happy Easter
Best regards
Jannik Skou

Den 31/03/2015 kl. 22.13 skrev "Allain, Marty" Contact Information Redacted

> Dear .Pharmacy applicant,
>
> NABP is in the final stages of reviewing your sunrise .pharmacy TLD applications. We anticipate staff will provide a response to your domain name requests no later than April 14, 2015.
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> In the interim, we must resolve a recently discovered matter regarding the .Pharmacy Authorized Usage Policy (AUP).
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>
> To review the complete AUP, please click on this link: http://www.safe.pharmacy/standards-policies/authorized-usage-policy
>
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>
> Marty Allain
> .Pharmacy Senior Manager
> National Association of Boards of Pharmacy
> 1600 Feehanville Drive
> Mount Prospect, IL 60056
> Contact Information Redacted

Exhibit 10.21

Exhibit 10.21

Jessica Kutter

Von: Jannik Skou Contact Information Redacted
Gesendet: Mittwoch, 22. April 2015 09:59
An: 'CustServ Safe-Pharmacy'
Betreff: RE: .Pharmacy application update & request for AUP review

Thanks

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 21. april 2015 23:05
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: .Pharmacy application update & request for AUP review

Jannik,

It is my understanding that the application review is near completion and notification to applicants is being sent out this week. If you do not receive notification by week's end, please let me know and I will check into the matter. Thanks.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted]
Sent: Tuesday, April 21, 2015 7:25 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: FW: .Pharmacy application update & request for AUP review

Hi Marty

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Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Jannik Skou [mailto Contact Information Redacted]
Sent: 3. april 2015 14:36
To: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
Subject: Re: .Pharmacy application update & request for AUP review

dear Marty

We accept the terms

Happy Easter
Best regards
Jannik Skou

Den 31/03/2015 kl. 22.13 skrev "Allain, Marty" Contact Information Redacted

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>
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>
> A decision on your .pharmacy domain name request is contingent upon your acceptance of these additional AUP terms. We apologize for this oversight and appreciate your prompt response. Thank you.
>
> Marty Allain
> **.**Pharmacy Senior Manager
> National Association of Boards of Pharmacy
> 1600 Feehanville Drive
> Mount Prospect, IL 60056
> Contact Information Redacted

Exhibit 11

Exhibit 11

Von: Compliance Tickets
An: Mail Zentrale
Cc: Torsten Bettinger
Betreff: [~PAJ-146-18473]: Sunrise complaint re: pharmacy closed
Datum: Donnerstag, 13. August 2015 00:09:28

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for your patience as ICANN processed your Sunrise complaint concerning the top-level domain pharmacy. Upon review of the information received to date, ICANN has concluded that the registry operator is not in violation of Section 2.1.1 of the Trademark Clearinghouse Rights Protection Mechanism Requirements http://newgtlds.icann.org/en/about/trademark-clearinghouse/rpm-requirements-14may14-en.pdf, and therefore did not violate Section 1 of Specification 7 of the Registry Agreement.

Although your Sunrise complaint contained some elements required for a Public Interest Commitments (PIC) report, it did not state in detail how the reporter has been harmed by the alleged noncompliance of pharmacy with Specification 11, which is a requirement of the Public Interest Commitment Dispute Resolution Procedure (PICDRP). If you would like to do so now, you may submit an initial PIC report using the form located at https://forms.icann.org/en/resources/compliance/registries/picdrp/form .

Please note that per Section B.4.1 of the PICDRP, if a PIC Standing Panel is invoked by ICANN to determine a registry operator's compliance with Specification 11, evidence beyond the PIC report and the registry operator's response will not be considered, absent exceptional circumstances. Therefore, it is advised that all materials you wish to be addressed by the registry operator and/or considered by ICANN (or the PIC Standing Panel, if invoked by ICANN) be included by reference in the PIC report.

For your reference, please find a link to the PICDRP here:
http://newgtlds.icann.org/en/applicants/agb/picdrp-19dec13-en.pdf

ICANN considers this matter now closed. Please do not reply to this email (replies to closed complaints are not monitored by ICANN staff).

ICANN is requesting your feedback on this closed complaint. Please complete this optional survey at https://www.surveymonkey.com/s/8F2Z6DP .

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA
Reporter Email: mail@bettinger.de
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck)

submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to “objective criteria”, NABP decided to terminate Merck KGaA’s application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck’s Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA’s Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP’s policies prima facie demonstrate that it awards domains on a “first-come, first-served” manner, in conflict with “end-date” sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP’s statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a “Leader” in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP’s Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##

Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: Manual Process
Priority: Normal

Exhibit 12

PICDRP Complaint by Merck KGaA re: .pharmacy

Pursuant to ICANN's request of June 22, 2016, Merck KGaA submits the following additional materials in support of its PICDRP complaint concerning the top-level domain <.pharmacy>.

1. Background

Merck KGaA completed its sunrise application for <merck.pharmacy> within the Sunrise period on March 3, 2015 and received confirmation of such from NABP on March 10, 2015 (Exhibit 1). On April 22, 2015, NABP transmitted a letter informing Merck KGaA that:

> "[i]n accordance with the requirements of the Internet Corporation for Assigned Names and Numbers (ICANN), in the case of contention between two or more eligible applicants for the same .pharmacy domain name during the Trademark Clearinghouse Sunrise Period, NABP employs ***objective criteria***, which ICANN requires to be nondiscriminatory, to determine which applicant acquires the domain. Applicant information was reviewed and it was determined that the Merck KGaA application met fewer criteria than another applicant seeking merck.pharmacy." (emphasis added)

On April 22, 2015 NABP responded that that it had closed Merck KGaA's sunrise application and that NABP did not identify any criteria, objective or otherwise, as the basis for its decision. (Exhibit 2)

On April 29, 2015, representatives for Merck KGaA responded to NABP's letter, indicating Merck KGaA's serious concern that NABP is in violation of its obligations as an ICANN accredited TLD Registry and citing specific violations of the RPM Requirements. (Exhibit 3)

On May 12, 2015, NABP responded, denying that it violated any provision of the RPM Requirements and confirming that its decision to close Merck KGaA's sunrise application was final. NABP did not provide any explanation of its analysis or reasoning, nor provided any further details regarding the policy or procedure it relied on to terminate Merck KGaA's application. (Exhibit 4)

On May 15, 2015, Merck KGaA submitted a Sunrise complaint to ICANN Compliance utilizing the applicable complaint submission form, detailing NABP's alleged violations of the RPM Requirements, and specifying that an earlier complaint had been submitted to and decided upon by NABP. (Exhibit 5)

Later that same day, ICANN Compliance closed Merck KGaA's complaint, stating tersely that "[t]his complaint is not valid for the top-level domain (TLD)." (Exhibit 6)

On May 26, 2015, Merck KGaA wrote directly to ICANN, asking that more responsible persons investigate the complaint, and review it correctly according to published procedures. (Exhibit7). ICANN apparently recognized its error, and on June 25, 2015, indicated by email that it was processing the Complaint according to its processes. (Exhibit 8).

On July 21, 2015 ICANN transmitted a problem summary to Merck KGaA and asked Merck KGaA to provide a copy of the application Merck KGaA submitted to pharmacy for the domain name <merck.pharmacy> and and copy of any information received from pharmacy for purposes of submitting

Sunrise applications, including any criteria that pharmacy would use to resolve a contention (Annex 9, ICANN Email of July 21, 2015).

On July 27, 2015 Merck provided ICANN with the required documents and information (Annexes 10-(1)-(21), Merck Email of July 27, 2015 with Annexes)

On August 13, 2015, ICANN responded to the Complaint, stating first:

> "ICANN has concluded that the registry operator is not in violation of Section 2.1.1 of the Trademark Clearinghouse Rights Protection Mechanism Requirements http://newgtlds.icann.org /en/about/trademark-clearinghouse/rpm-requirements-14may14-en.pdf, and therefore did not violate Section 1 of Specification 7 of the Registry Agreement"

and, further:

> "Although your Sunrise complaint contained some elements required for a Public Interest Commitments (PIC) report, it did not state in detail how the reporter has been harmed by the alleged noncompliance of pharmacy with Specification 11, which is a requirement of the Public Interest Commitment Dispute Resolution Procedure (PICDRP). If you would like to do so now, you may submit an initial PIC report using the form located at…" (Exhibit 11)

Merck KGaA then filed the present PICDRP complaint.

2. NABP Non-Compliance

NABP failed to provide the complete Sunrise registration policies for the TLD to ICANN in accordance with paragraph 2.1.2 of the RPM Requirements. The <.pharmacy> launch plan materially misled prospective registrants, including Merck KGaA, to rely on a non-discriminatory allocation of sunrise domain names, as well as an appropriate mechanism to adjudicate disputes. All publicly-available .Pharmacy policies are attached as Exhibits 12 through 21.

NABP refers to "objective" and "non-discriminatory" criteria it employed to terminate Merck KGaA's sunrise application. See Exhibit 2. Despite demands for further explanation, NABP has not identified the policy or procedure it used in Merck KGaA's case. There are no criteria or procedures defined anywhere in NABP's policies listed on either ICANN or NABP's websites which specifically provides for the resolution of multiple sunrise applications.

If NABP had a policy to resolve such disputes, as required, it was not submitted to ICANN, in violation of paragraph 2.1.2 of the RPM Requirements.

The only NABP provisions which relate to multiple applications for a particular domain name refers to allocation by a "first-come, first-served" methodology (Exhibit 12, Terms & Conditions paragraph 3.4). Applying this provision to multiple domain name applications during the sunrise period would be in express violation of paragraph h 2.1.1 of the RPM Requirements (forbidding the allocation of domain names on a first-come first-served basis during an "end-date sunrise"). When pressed, in its letter dated May 12, 2015 NABP denied using a "first-come, first-served" methodology, It did not, however, use that opportunity to actually explain whatever methodology it had used (Exhibit 4, Letter of May 12, 2015).

The termination of Merck KGaA's sunrise application also indicates that the NABP's actions were not "objective" or "non-discriminatory", and is a violation of its obligations under the <.pharmacy> registry agreement. (Exhibit 20) Paragraph 3(c) of Specification 11 to the .Pharmacy Registry Agreement states that "Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies."

NABP's arbitrary termination of Merck KGaA's application was conducted in secret. NABP has been asked repeatedly to identify what criteria was used to act on the application, and explain how it was applied, but has refused to do so. This is clearly in violation of Specification 11.

Merck KGaA notes that the WhoIs record for <merck.pharmacy> indicates that the domain name is currently registered to Merck Sharp and Dohme Corp. (MSD), a US pharmaceutical concern. (Exhibit 22) MSD is a related entity to Merck & Co., which is described on the registry website as a "Leader" in support of NABP through contributions of USD 100,000 or more (Exhibit 23). Formal discovery would be required to determine whether this relationship had any bearing on the outcome of the competing applications for <merck.pharmacy>.

Merck KGaA further notes that ICANN's initial observation that the sunrise complaint "did not state in detail how the reporter has been harmed by the alleged noncompliance of pharmacy with Specification 11s," is unsupportable and provocative. Merck KGaA was obviously and conspicuously harmed as a direct consequence of having their request for registration denied without non-discriminatory allocation rules being applied, and having their trademark, as part of a domain name, assigned to another company. To be clear, the actions of NABP have injured both Merck KGaA and consumers at large, by preventing Merck KGaA's consumers from locating its goods and services through the highly relevant MERCK.PHARMACY domain name, and by awarding the domain name to a competitor absent sufficient justification.

3. Remedy

Merck requests ICANN to require NABP to fulfill all of its obligations under its agreements with ICANN, specifically:

(1) fully implement Specification 7 and Specification 11 by publishing clear, specific, objective and nondiscriminatory procedures and criteria for resolving the <merck.pharmacy> dispute; and

(2) cancel the allocation of <merck.pharmacy> to MSD; restart the Sunrise period for <merck.pharmacy>, and

(3) apply the newly published procedures in an open and transparent manner, and

(4) take any additional steps necessary to remedy any and all defects and violations in NABP 's administration of the <.pharmacy> domain.

List of Annexes

Exhibit 1	Confirmation of sunrise application from NABP
Exhibit 2	Letter of NABP of April 22, 2015 to Merck KGaA
Exhibit 3	Letter of Merck KGaA of April 29, 2015 to NABP
Exhibit 4	Letter of NABP of May 12, 2015 to Merck KGaA
Exhibit 5	Sunrise Complaint to ICANN of May 15, 2015
Exhibit 6	E-Mail of ICANN of May 15, 2015 to Merck KGaA
Exhibit 7	E-Mail of Merck KGaA of May 15, 2015 to Merck KGaA
Exhibit 8	E-Mail of ICANN of June 25, 2015 to Merck KGaA further processing
Exhibit 9	E-Mail of ICANN of July 21, 2015 to Merck KGaA
Exhibit 10 (1)-(21)	E-Mail Merck KGaA to ICANN of July 27, 2015 with Annexes
Exhibit 11	E-Mail ICANN to Merck of August 13, 2015 re Compliance
Exhibit 12	Pharmacy terms and conditions
Exhibit 13	Pharmacy programs and standards
Exhibit 14	Pharmacy Registrant Eligibility
Exhibit 15	Pharmacy authorized usage policy
Exhibit 16	Pharmacy launch plan
Exhibit 17	Pharmacy standards policy
Exhibit 18	Pharmacy sunrise dispute resolution
Exhibit 19	Pharmacy refund policy
Exhibit 20	Pharmacy registry policy
Exhibit 21	ICANN pharmacy sunrise
Exhibit 22	Merck Pharmacy whois
Exhibit 23	Pharmacy financial supporters

Exhibit 12.1

Exhibit 12.1

Ty Gray

Von: Jannik Skou <Contact Information Redacted
Gesendet: Freitag, 22. Mai 2015 14:32
An: Ty Gray
Betreff: FW: merck.pharmacy sunrise application - list of production sites

---

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 10. marts 2015 14:02
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: merck.pharmacy sunrise application - list of production sites

Jannik & Jonas,

To confirm, we are in receipt of your completed application as March 3, 2015. Please expect 2 to 4 weeks from the date of our receipt of the completed application to process your request.

Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Tuesday, March 03, 2015 5:48 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: merck.pharmacy sunrise application - list of production sites
Importance: High

Dear Marty

Regarding sunrise application for MERCK.PHARMACY

Find attached the list of Merck Production Sites and the license for Merck KGaA at HQ in Darmstadt.

As previously stated (in Emails – one is attached here) and in the online application form

Mr. Jonas Kölle is the primary contact for the domain name. See contact details below.

Please confirm the receipt of this email – and please let me know, when we can expect to retrieve the code for filing the sunrise domain name registration.

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
| www.merckgroup.com

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 12.2

.pharmacy

Exhibit 12.2

April 22, 2015

Jonas Kölle, General Counsel Trademarks
Merck KGaA
Frankfurter Str. 250
Postcode A128/002
64293 Darmstadt
Germany
Email: Contact Information Redacted

Re: .Pharmacy Notice of Application Closure

Dear Mr Kölle:

The National Association of Boards of Pharmacy® (NABP®) is sending this letter to notify Merck KGaA that two or more complete applications were submitted for the merck.pharmacy domain.

In accordance with requirements of the Internet Corporation for Assigned Names and Numbers (ICANN), in the case of contention between two or more eligible applicants for the same .pharmacy domain name during the Trademark Clearinghouse Sunrise Period, NABP employs objective criteria, which ICANN requires to be non-discriminatory, to determine which applicant acquires the domain. Applicant information was reviewed and it was determined that the Merck KGaA application met fewer criteria than another applicant seeking merck.pharmacy.

Accordingly, Merck KGaA's .pharmacy application will be closed on May 1, 2015, and NABP will issue a refund of the application fee in accordance with the .Pharmacy Terms and Conditions, and in the same manner the application fee was paid to NABP.

If you are interested in obtaining a different .pharmacy name for the submitted reference site, please contact Marty Allain at custserv@safe.pharmacy prior to May 1, 2015. If Merck KGaA wishes to acquire for a different .pharmacy domain after May 1, 2015, a new application must be submitted, including the then-applicable application fee.

Sincerely,

Carmen A. Catizone, MS, RPh, DPh
Executive Director/Secretary

Exhibit 12.3

Exhibit 12.3

BETTINGER
Rechtsanwälte · Patentanwälte

Bettinger Scheffelt Kobiako von Gamm
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80336 München

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mail@bettinger.de
www.bettinger.de

Dr. Torsten Bettinger, LL.M. [1,2]
Rechtsanwalt

Dr. Michael Scheffelt [3]
Rechtsanwalt

Iouri Kobiako von Gamm [4,5]
Patentanwalt, Dipl.-Phys.

Martin Müller
Rechtsanwalt

Dr. Friederike Manz, LL.M.
Rechtsanwältin

Prof. Dr. Claudius Eisenberg
Rechtsanwalt

Dr. Michèle Leistner-Klein
Rechtsanwältin

Ty Gray
Attorney at Law, New York

1 Fachanwalt für gewerblichen Rechtsschutz
2 Fachanwalt für Informationstechnologierecht
3 Fachanwalt für Bau- und Architektenrecht
4 European Patent Attorney
5 European Trademark Attorney, European Design Attorney

BETTINGER Rechtsanwälte · Patentanwälte, Bavariaring 14, 80336 München

Carmen Catizone, Executive Director/Secretary
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect IL, 60056
United States

Contact Information Redacted

Munich, 29/04/15

Our Ref.: M60032 TB/TG/jk

Merck KGaA .Pharmacy sunrise application demand letter"

Dear Ms. Catizone,

I represent Merck KGaA and have been forwarded your letter to Jonas Koelle of April 22, 2015 regarding Merck KGaA's sunrise application for <merck.pharmacy>. I am surprised to note that the National Association of Boards of Pharmacy (NABP) has denied Merck KGaA's properly-submitted application.

Merck KGaA is seriously concerned that the NABP is in violation of its obligations as an ICANN-accredited TLD Registry. You referred in your letter that "NABP employs objective criteria, which ICANN requires to be non-discriminatory, to determine which applicant acquires the domain". Contrary to your obligations under paragraph 2.1.2 of ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements (TMCH RPM Requirements), these referenced criteria utilized in the course of your sunrise period have not been submitted to ICANN nor have you otherwise provided any measures or criteria demonstrating that any decision by the NABP is "objective" or "non-discriminatory". Rather, the only information in any of your posted policies relating to multiple applications for the same domain from different applicants indicates that the domain name will be awarded to the first

applicant in time, which is prima facie in conflict with paragraph 2.1.1 of the TMCH RPM Requirements. This is itself contrary to NABP's statements in its .pharmacy gTLD application (at question 18.3.2), wherein NABP intimated that in the event of multiple applicants for the same domain name would arise, the registry believed "that a phased equitable allocation approach [...], e.g., RFP, auction, and then first-come, first-serve" would be the most prudent path forward.

As the WhoIs records do not record any current registrant, Merck KGaA suspects that the party which has received the <merck.pharmacy> domain name is Merck & Co., which is described on your website as a "Leader" in support of the Registry through contributions of USD 100,000 or more. The allocation of a domain name under the pretense of "objective" and "non-discriminatory" criteria to Merck & Co. in such circumstances is hardly believable.

Merck KGaA demands that NABP provide a full account of its decision process and criteria utilized regarding Merck KGaA's sunrise application for <merck.pharmacy>, as well as an explanation of its failure to provide ICANN with relevant policies in accordance with NABP's obligations under the TMCH RPM Requirements. NABP should respond to these demands as soon as possible, noting your threatened termination of Merck KGaA's .pharmacy application on May 1, 2015.

NABP should consider this request as a formal complaint that must be addressed by the Registry. Merck KGaA reserves the right to take additional steps as may be necessary, including the submission of formal complaints to ICANN's Contractual Compliance department or recourse to a court of competent jurisdiction.

Please confirm receipt of this communication.

Best regards,

Dr. Torsten Bettinger LL.M.
Rechtsanwalt

Exhibit 12.4

Exhibit 12.4

.pharmacy

May 12, 2015

Dr Torsten Bettinger, LLM
Bettinger Rechtsanwälte
Bavariaring 14
80336 München
Germany
Via email: Contact Information Redacted

Dear Dr Bettinger:

The National Association of Boards of Pharmacy® (NABP®) received the Merck KGaA response letter dated April 29, 2015 (Letter), as well as the follow-up correspondence dated May 6, 2015.

In its Letter, Merck KGaA contends that NABP ran a Sunrise period in conflict with Internet Corporation for Assigned Names and Numbers (ICANN) requirements. On the contrary, NABP operated the .pharmacy Sunrise period as an "End-Date Sunrise," meaning applications were not, and pursuant to ICANN requirements could not be, processed on a first applicant in time basis. NABP notified the ICANN of the End-Date Sunrise period and provided ICANN with all information required in order to launch the .pharmacy domain, including the Sunrise phase. ICANN approved the NABP .pharmacy launch plan on November 17, 2014. Moreover, NABP operated its Sunrise period in accordance with ICANN requirements.

The NABP decision to close the Merck KGaA .pharmacy application is final. Accordingly, a refund will be issued in the same manner that the application fee was paid to NABP and in the amount of $2,000.00 US. If Merck KGaA wishes to acquire a different .pharmacy domain, a new application must be submitted, including the then-applicable application fee.

Sincerely,

Carmen A. Catizone, MS, RPh, DPh
Executive Director/Secretary

Exhibit 12.5

Exhibit 12.5

[complaint to ICANN Compliance utilizing the applicable complaint submission form]

"Provide the explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements."

Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to "objective criteria", NABP decided to terminate Merck KGaA's application. On April 29, Merck filed an (unanswered) complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution.

NABP has not provided or submitted to ICANN any measures or criteria demonstrating reliance on an "objective" or "non-discriminatory" process in its wrongful termination of Merck KGaA's Sunrise application, in violation of NABP's obligations under 2.1.2 of the RPM Requirements. Further, the prima facie provisions of NABP's published policies indicates that domain names would be awarded to the first applicant in time, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its .pharmacy gTLD application (at question 18.3.2), wherein NABP intimated that auctions would be the most prudent allocation method.

Merck suspects and is greatly concerned that NABP has awarded <merck.pharmacy> in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which has been described on the Registry website as a "Leader" in support of the Registry through contributions of USD 100,000 or more. NABP's WhoIs portal does not appear to be active or working, so it is not possible to confirm these suspicions at this point.

Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

Exhibit 12.6

Exhibit 12.6

Ty Gray

Von: compliance-tickets@icann.org
Gesendet: Freitag, 15. Mai 2015 15:47
An: Mail Zentrale
Betreff: [#PAJ-146-18473]: Sunrise complaint re: <pharmacy> closed

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain <pharmacy>. ICANN has reviewed and closed your complaint because:

- This complaint is not valid for the top-level domain (TLD).

ICANN considers this matter now closed. If you require future assistance, please submit a new complaint to ICANN at http://www.icann.org/resources/compliance/complaints .

Please do not reply to this email (replies to closed complaints are not monitored by ICANN staff).

ICANN is requesting your feedback on this closed complaint. Please complete this optional survey at https://www.surveymonkey.com/s/8F2Z6DP .

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015 Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA Reporter Email: mail@bettinger.de Name of TLD: <.pharmacy> Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to “objective criteria”, NABP decided to terminate Merck KGaA’s application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck’s Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA's Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP's policies prima facie demonstrate that it awards domains on a "first-come, first-served" manner, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a "Leader" in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##########

Exhibit 12.7

Exhibit 12.7

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Dr. Torsten Bettinger, LL.M. [1, 2]
Rechtsanwalt

Dr. Michael Scheffelt [3]
Rechtsanwalt

Iouri Kobiako von Gamm [4,5]
Patentanwalt, Dipl.-Phys.

Martin Müller
Rechtsanwalt

Dr. Friederike Manz, LL.M.
Rechtsanwältin

Prof. Dr. Claudius Eisenberg
Rechtsanwalt

Dr. Michèle Leistner-Klein
Rechtsanwältin

Ty Gray
Attorney at Law, New York

1 Fachanwalt für gewerblichen Rechtsschutz
2 Fachanwalt für Informationstechnologierecht
3 Fachanwalt für Bau- und Architektenrecht
4 European Patent Attorney
5 European Trademark Attorney, European Design Attorney

BETTINGER Rechtsanwälte · Patentanwälte, Bavariaring 14, 80336 München

ICANN
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA

Via email: maguy.serad@icann.org; owen.smigelski@icann.org; allen.grogan@icann.org

Munich, 26/05/15

Our Ref.: M60032 TB/TG/jk

merck.pharmacy compliance action

Dear ICANN Compliance Colleagues,

I represent Merck KGaA on various matters in relation to the new gTLD program, and have recently submitted a complaint to ICANN Compliance via the designated complaint form for Sunrise Processes and Procedures. The complaint pertained to certain wrongful actions made by the registry operator for <.pharmacy>, and alleged several instances of non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements (RPM Requirements). This complaint was submitted to ICANN following the submission of a complaint with the <.pharmacy> registry operator and its decision on the matter, and thus was properly submitted to ICANN Compliance for its review and investigation.

Within approximately two hours of the submission of the complaint to ICANN Compliance, I received a response by which ICANN Compliance closed the complaint. In this communication, the only information ICANN provided to explain its decision was that "[t]his complaint is not valid for the top-level domain (TLD)."

ICANN's response is nonsensical in the context of Merck KGaA's complaint submission. Merck KGaA appropriately filed its complaint, alleging several instances of registry operator non-compliance with the RPM Requirements and confirming that an earlier complaint had been submitted to the registry operator and a decision obtained. Merck KGaA's complaint thus was valid and in accordance with the submission guidelines. It is unclear how ICANN Compliance could conclude that the complaint was not valid, and furthermore, it is unclear what is meant when ICANN Compliance states that the complaint is not valid *for the top-level domain*.

As Merck KGaA is well aware of the significant volumes of complaints which are submitted to ICANN Compliance every day, I wish to ensure that there has not been a mistake and that Merck KGaA's arguments are clear. Accordingly, I attach Merck KGaA's complaint and relevant exhibits to this communication.

As there is ambiguity as to whether ICANN Staff have properly reviewed Merck KGaA's complaint, and in the spirit of engagement and cooperation, I am directing my complaint to you for resolution. It is Merck KGaA's preference to resolve any issues without recourse to ICANN Accountability Mechanisms. Merck KGaA trusts ICANN's continuous efforts and enduring commitment to its Compliance and Accountability Mechanisms and is looking forward to your confirmation to address the issues identified.

I thank you for your consideration and response.

Best regards,

Dr. Torsten Bettinger LL.M.
Rechtsanwalt

Exhibit 12.8

Exhibit 12.8

Von: Compliance Tickets
An: Mail Zentrale
Cc: Torsten Bettinger
Betreff: [~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy
Datum: Donnerstag, 25. Juni 2015 12:31:29

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain pharmacy. Your complaint is being processed according to ICANN's approach and process (see https://www.icann.org/resources/pages/approach-processes-2012-02-25-en). ICANN will update you as appropriate.

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA
Reporter Email: mail@bettinger.de
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to “objective criteria”, NABP decided to terminate Merck KGaA’s application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck’s Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA’s Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP’s policies prima facie demonstrate that it awards domains on a “first-come, first-served” manner, in conflict with “end-date” sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP’s statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a “Leader” in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP’s Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##

Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: 2nd WIP Verify
Priority: Normal

Exhibit 12.9

Exhibit 12.9

Von: Compliance Tickets
An: Mail Zentrale
Betreff: [~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy
Datum: Dienstag, 21. Juli 2015 00:31:32

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain pharmacy. ICANN requires additional information to continue processing your complaint.

Please provide ICANN the following before 27 July 2015:

1. A copy of the application Merck KGaA submitted to pharmacy for the domain name <merck.pharmacy>; and

2. A copy of any information received from pharmacy for purposes of submitting Sunrise applications, including any criteria that pharmacy would use to resolve a contention (e.g., proposed website content, accreditations held by the potential registrant, etc.), or if none, please indicate that.

Please send the information and records requested above via reply email (no more than 4 MB total) and do not change the email subject heading. Please provide records as attachments in .TXT, .PDF, or .DOC(X) format. If your reply will exceed 4 MB, please send it in multiple, smaller emails.

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA
Reporter Email: mail@bettinger.de
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to “objective criteria”, NABP decided to terminate Merck KGaA’s application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck’s Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to

terminate Merck KGaA's Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP's policies prima facie demonstrate that it awards domains on a "first-come, first-served" manner, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a "Leader" in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##

Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: 1st Notice
Priority: Normal

Exhibit 12.10.0

Exhibit 12.10.0

Von:	Jessica Kutter
An:	Torsten Bettinger
Betreff:	WG: [~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy
Datum:	Montag, 27. Juli 2015 15:58:49
Anlagen:	RE .Pharmacy application update request for AUP review.msg RE .Pharmacy application update request for AUP review.msg FW .Pharmacy application update request for AUP review.msg Re .Pharmacy application update request for AUP review.msg .Pharmacy application update request for AUP review.msg Sunrise application status update.msg merck.pharmacy sunrise application - list of production sites.msg merck.pharmacy sunrise application - list of production sites.msg RE application for Merck KGaA did not work.msg FW application for Merck KGaA did not work.msg REVISED .Pharmacy Application - Pharmaceutical Manufacturer Information Requirements.msg RE application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg FW application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg RE application for Merck KGaA did not work.msg image001.png

---

Von: Torsten Bettinger
Gesendet: Montag, 27. Juli 2015 15:49
An: 'compliance-tickets@icann.org' <compliance-tickets@icann.org>
Cc: Contact Information Redacted; Jannik Skou Contact Information Redacted ; Trampedach Dan Contact Information Redacted
Betreff: AW: [~PAJ-146-18473]: Additional information for Sunrise complaint re: pharmacy

Dear ICANN Compliance Team,

thank you for your e-mail dated July 21, 2015.

Please find attached herewith the correspondence between Merck KGaA's representative in the sunrise application process, Thomsen Trampedach and .Pharmacy's Senior Manager, Marty Alain.

Merck KGaA does not have copies of the application submitted to .pharmacy for the domain name <merck.pharmacy> as the application was filed through a Web interface. However, the attached correspondence confirms that Merck KGaA has properly submitted its application. Merck KGaA did not receive any further information related to submitting Sunrise applications, nor any criteria that the pharmacy would use to resolve a contention.

I thank you for your consideration and response.

Dr. Torsten Bettinger

Rechtsanwalt
Fachanwalt für Informationstechnologie
Fachanwalt für gewerblichen Rechtsschutz

BETTINGER
Rechtsanwälte · Patentanwälte

Bettinger Scheffelt
Kobiako von Gamm
Partnerschaft mbB
Contact Information Redacted

Bavariaring 14, 80336 München
Contact Information Redacted

www.bettinger.de

Partnerschaft mbB
Bavariaring 14
D-80336 München

E-Mail: Contact Information Redacted
Tel.: Contact Information Redacted
Fax:
www.bettinger.de

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The information contained in this communication is attorney-client-privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the communication is strictly prohibited. If you have received the communication in error, please immediately notify us by telephone and return the original to us at the above address and then delete the communication. Thank you.

Von: Compliance Tickets [mailto:compliance-tickets@icann.org]
Gesendet: Dienstag, 21. Juli 2015 00:31
An: Mail Zentrale <mail@bettinger.de>
Betreff: [~PAI-146-18473]: Additional information for Sunrise complaint re: pharmacy

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for submitting a Sunrise complaint concerning the top-level domain pharmacy. ICANN requires additional information to continue processing your complaint.

Please provide ICANN the following before 27 July 2015:

1. A copy of the application Merck KGaA submitted to pharmacy for the domain name <merck.pharmacy>; and

2. A copy of any information received from pharmacy for purposes of submitting Sunrise applications, including any criteria that pharmacy would use to resolve a contention (e.g., proposed website content, accreditations held by the potential registrant, etc.), or if none, please indicate that.

Please send the information and records requested above via reply email (no more than 4 MB total) and do not change the email subject heading. Please provide records as attachments in .TXT, .PDF, or .DOC(X) format. If your reply will exceed 4 MB, please send it in multiple, smaller emails.

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA

Reporter Email: mail@bettinger.de
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck) submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to "objective criteria", NABP decided to terminate Merck KGaA's application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck's Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA's Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP's policies prima facie demonstrate that it awards domains on a "first-come, first-served" manner, in conflict with "end-date" sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP's statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

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Merck requests ICANN to investigate NABP's Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

##

Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: 1st Notice
Priority: Normal

Exhibit 12.10.01

Exhibit 12.10.01

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Samstag, 17. Januar 2015 20:01
An: Jannik Skou
Betreff: RE: application for Merck KGaA did not work

Hi Jannik,

NABP is currently experiencing a technical issue with the .pharmacy online application.

As stated in our recently posted site alert regarding these issues, NABP will be accepting late applications from applicants who experienced problems completing and submitting their applications due to this technical issue. We are directing applicants to submit an email to custserv@safe.pharmacy as notification that they are experiencing these technical problems.

Please consider this email NABP's acknowledgment of your notification email below in accordance with the alert; as such, no further action is necessary on your part between now and the deadline of January 19, 2015.

Further instructions on next steps to complete the MERCK KGaA application after the January 19th deadline will be provided via the custserv@safe.pharmacy email.

We apologize for this inconvenience. If you have any questions regarding the status of your application prior to receiving the aforementioned instructions, please reply to this email and we will promptly respond.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 12.10.02

Exhibit 12.10.02

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Sonntag, 18. Januar 2015 23:57
An: Jannik Skou; CustServ Safe-Pharmacy
Betreff: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 12.10.03

Exhibit 12.10.03

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Montag, 19. Januar 2015 15:45
An: 'CustServ Safe-Pharmacy'
Betreff: FW: application for Merck KGaA did not work

Dear Marty

Now the application form froze again – and it seems like (at least some of) the data I entered – has disappeared?

Best regards
Jannik

From: Jannik Skou [mailto Contact Information Redacted
Sent: 19. januar 2015 15:31
To: 'CustServ Safe-Pharmacy'
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

When trying to enter the application data (to obtain a token for Merck KGaA to be able to participate in the Sunrise phase) I often experienced that the website froze (when trying to get to the next page). This led us to stop filling in the data.

I did, however, manage to fill in most of the application form today.

Another technical issue I faced was the fact that I was often times forced to make a mandatory choice (say choice of country) in fields that are not applicable to Merck KGaA's situation.

Today I decided simply to fill those fields in with "Germany" or "DBA" even though "NA" had been a correct answer.

Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer "NO" to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer "NO" to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Tel: (847) 391-4533
Fax: (847) 375-1733

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 12.10.04

Exhibit 12.10.04

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Montag, 19. Januar 2015 18:07
An: Jannik Skou; CustServ Safe-Pharmacy
Betreff: RE: application for Merck KGaA did not work

Jannik,

As we discussed on the phone moments ago, please answer the questions to the best of your ability. We may have follow up questions, but your suggested answers below will be accepted for the purposes of timely completing the application today.

As to the technical issues, you did confirm that you are using Google Chrome, which is a supported by the application.

Please attempt to complete the application for a final time. If you are unsuccessful, let me know how far along in the application you are and I will guide you through the remaining pages, which we can complete the remainder of the application via email today.

One final suggestion: Please be sure to select "UPDATE" on any question answered on the form to complete your answer. Thanks!

Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been convicted, enjoined, disciplined, sanctioned, fined, punished, or the subject of a judgment or final decree of action by a court, administrative tribunal, or regulatory agency for violation of national or local laws or regulations relating to drugs or devices? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture pharmaceuticals in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture controlled substances/controlled drugs/narcotics/drugs of abuse in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056

Tel: (847) 391-4533
Fax: (847) 375-1733

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

When trying to enter the application data (to obtain a token for Merck KGaA to be able to participate in the Sunrise phase) I often experienced that the website froze (when trying to get to the next page). This led us to stop filling in the data.

I did, however, manage to fill in most of the application form today.

Another technical issue I faced was the fact that I was often times forced to make a mandatory choice (say choice of country) in fields that are not applicable to Merck KGaA's situation.

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Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer "NO" to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer "NO" to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy

Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

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Contact Information Redacted

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With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

E: Contact Information Redacted
W: WWW.THOMSENTRAMPEDACH.COM

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Exhibit 12.10.05

Exhibit 12.10.05

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Montag, 19. Januar 2015 18:08
An: 'CustServ Safe-Pharmacy'
Betreff: RE: application for Merck KGaA did not work

Thanks Marty

Am already logged in. Will email you if I face any problems.

Thanks for your support.

Best regards
Jannik

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture pharmaceuticals in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture controlled substances/controlled drugs/narcotics/drugs of abuse in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

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Kind regards

Jannik Skou

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Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Exhibit 12.10.06

Exhibit 12.10.06

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Montag, 19. Januar 2015 18:20
An: 'CustServ Safe-Pharmacy'
Betreff: RE: application for Merck KGaA did not work

Marty,

I managed to place the application and make the payment.

Looking forward to hearing from you – when can we expect feedback (and a token for the sunrise?).

Thanks in advance

Jannik

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Jannik,

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Please attempt to complete the application for a final time. If you are unsuccessful, let me know how far along in the application you are and I will guide you through the remaining pages, which we can complete the remainder of the application via email today.

One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!

Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
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Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

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As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

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Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

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Exhibit 12.10.07

Exhibit 12.10.07

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Donnerstag, 29. Januar 2015 15:20
An: Jannik Skou
Betreff: RE: application for Merck KGaA did not work

Hi Jannik,

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We are currently reviewing Merck KGaA's and the other applications submitted during the sunrise registration period to determine completeness. As a result of this preliminary review, it is possible that we may require additional information from our applicants.

Once we determine an application is complete, we will then conduct a final application review.

I apologize that I am unable to provide a date certain at this time. Thank you for patience. We will be contacting you shortly.

Marty Allain
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1600 Feehanville Drive
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Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Tuesday, January 27, 2015 7:24 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

Best regards
Jannik

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

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Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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Passwort: Pharmacy1

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Best regards / Mit freundlichen Grüssen

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Exhibit 12.10.08

Exhibit 12.10.08

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Dienstag, 27. Januar 2015 14:24
An: 'CustServ Safe-Pharmacy'
Betreff: RE: application for Merck KGaA did not work

Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

Best regards
Jannik

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

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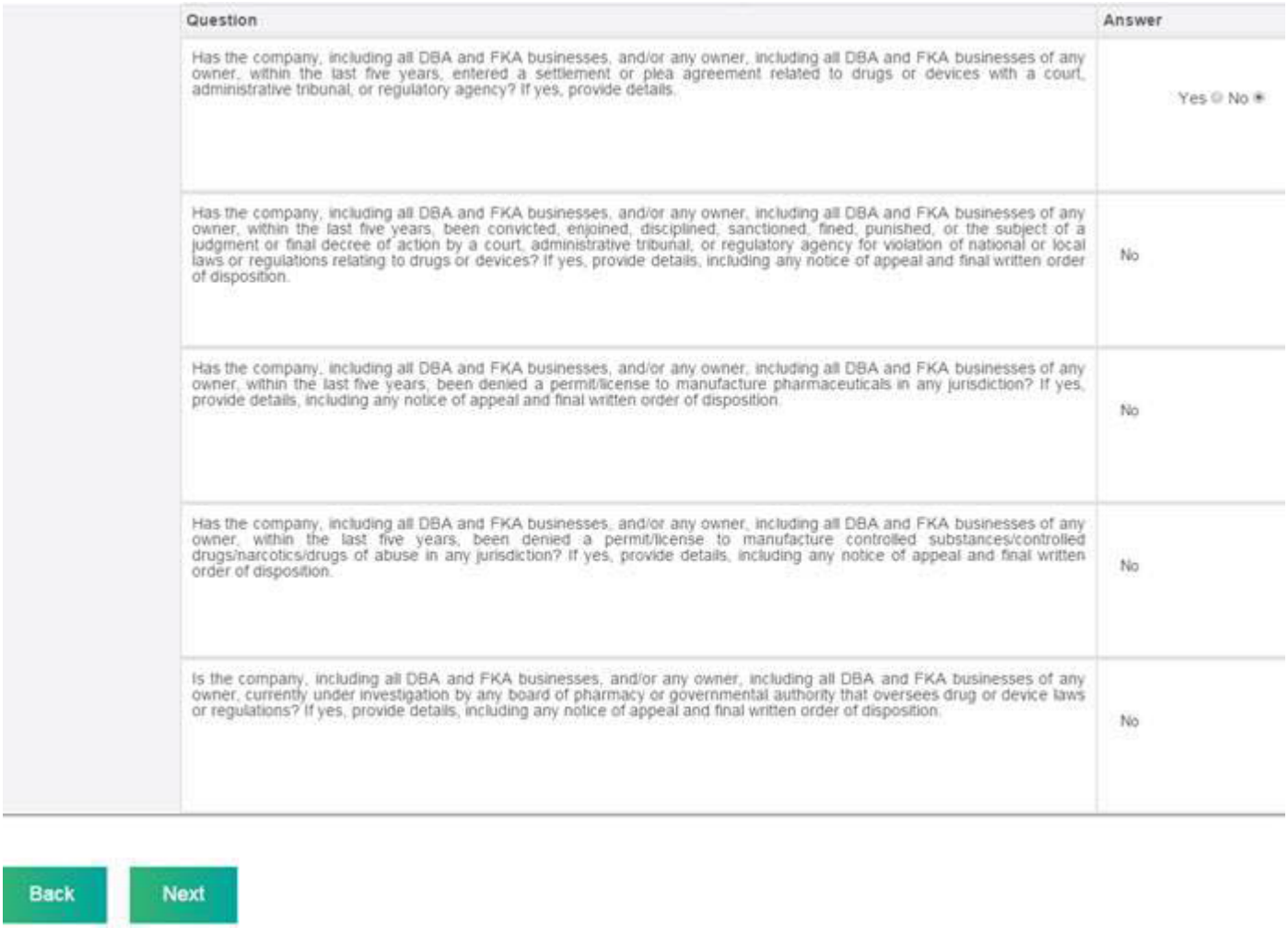

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Exhibit 12.10.09

Exhibit 12.10.09

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Samstag, 14. Februar 2015 11:52
An: 'CustServ Safe-Pharmacy'
Cc: Jonas Koelle
Betreff: RE: application for Merck KGaA did not work

Dear Marty,

Could you please update us, on when we can expect to receive the token for the Sunrise (ending March 16) for merck.pharmacy.

Thanks in advance

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

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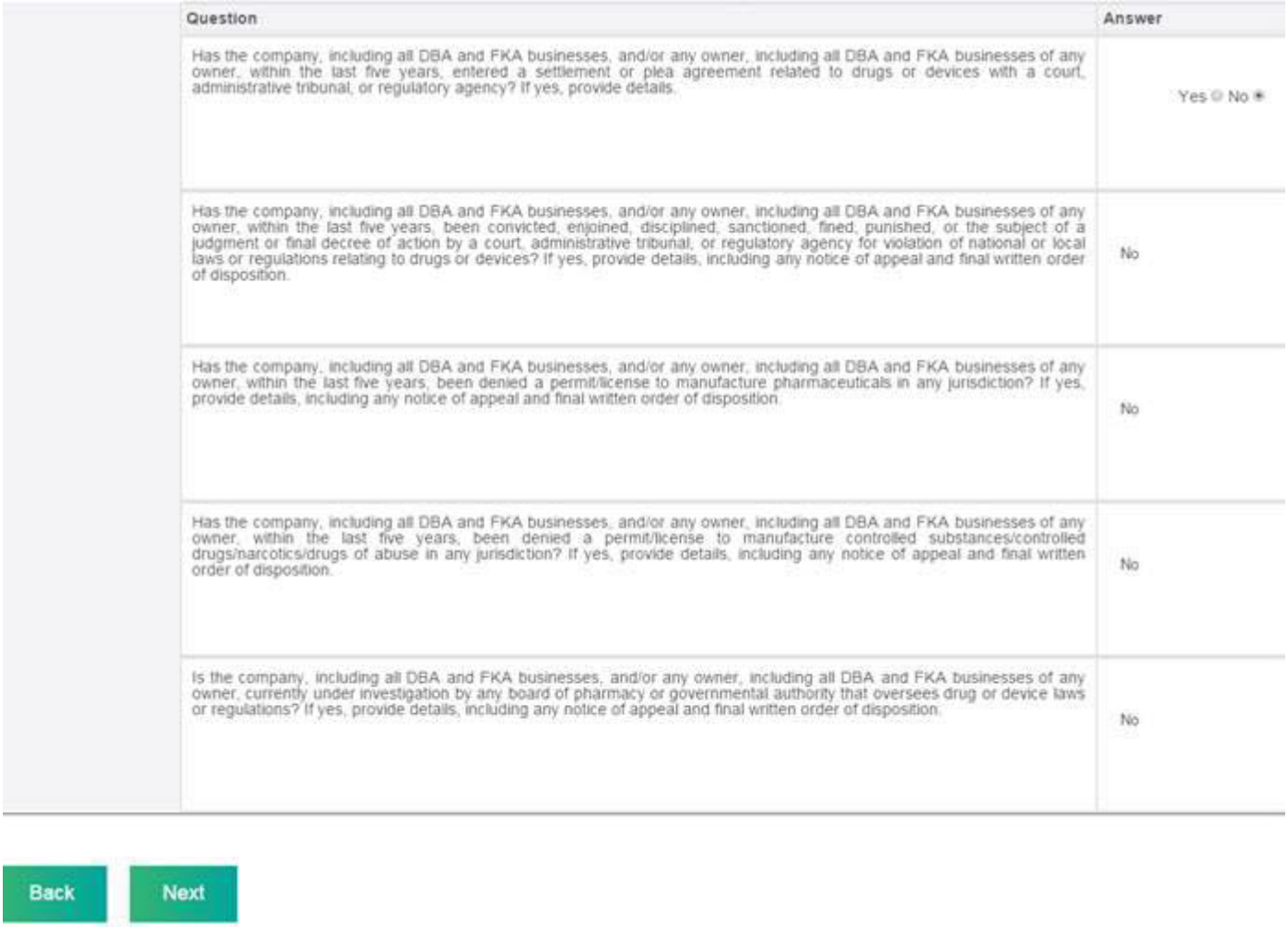
One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!



Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been convicted, enjoined, disciplined, sanctioned, fined, punished, or the subject of a judgment or final decree of action by a court, administrative tribunal, or regulatory agency for violation of national or local laws or regulations relating to drugs or devices? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture pharmaceuticals in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture controlled substances/controlled drugs/narcotics/drugs of abuse in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

When trying to enter the application data (to obtain a token for Merck KGaA to be able to participate in the Sunrise phase) I often experienced that the website froze (when trying to get to the next page). This led us to stop filling in the data.

I did, however, manage to fill in most of the application form today.

Another technical issue I faced was the fact that I was often times forced to make a mandatory choice (say choice of country) in fields that are not applicable to Merck KGaA's situation.

Today I decided simply to fill those fields in with “Germany” or “DBA” even though “NA” had been a correct answer.

Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer “NO” to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer “NO” to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Important Notice: This communication may be confidential, contain information that is privileged, and/or contain information that is exempt from disclosure under applicable law. It is only authorized for use or review by the intended recipient(s). Any unauthorized review, use, distribution, disclosure, or copying of this communication, or any part thereof, is strictly proh bited and may be unlawful. If you believe that this has been sent to you in error, do not read the communication, immediately contact the sender by return e-mail or telephone, 847/391-4406, and destroy this communication and all copies thereof, including all attachments. The recipient should check this e-mail and any attachments for the presence of viruses. NABP accepts no liability for any damage caused by any virus transmitted by this e-mail.

Exhibit 12.10.10

Exhibit 12.10.10

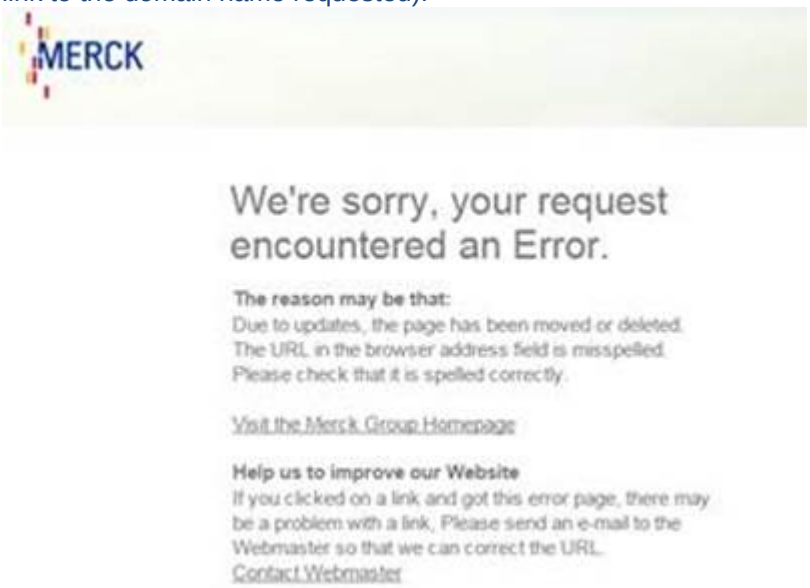
Jessica Kutter

Von:	CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet:	Dienstag, 17. Februar 2015 20:09
An:	Jannik Skou; CustServ Safe-Pharmacy
Cc:	Jonas Koelle
Betreff:	RE: application for Merck KGaA did not work

Jannik,

After reviewing the application, we do require some additional information and clarification:

1. **Domain name requested.** I wanted to confirm that the only domain name being requested was *merck.pharmacy*.
2. **Urls for review.** The url provided (http://www.merckgroup.com/en/worldwide/worldwide.html) does not open an active page. See screenshot below. Please provide the company url to be reviewed (i.e. the url that will link to the domain name requested).



3. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

   a) Facility name
   b) Address
   c) Phone/Fax
   d) Email
   e) License number
   f) License type – e.g. pharmaceutical manufacturer
   g) Licensor – e.g. Regierungspraesidium Darmstadt

You are welcome to provide a spreadsheet of this information and, if you wish, we can offer secure direct messaging in lieu of email to receive this information. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, February 14, 2015 4:52 AM
To: CustServ Safe-Pharmacy
Cc: 'Jonas Koelle'
Subject: RE: application for Merck KGaA did not work

Dear Marty,

Could you please update us, on when we can expect to receive the token for the Sunrise (ending March 16) for merck.pharmacy.

Thanks in advance

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 29. januar 2015 15:20
To: Jannik Skou
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

NABP is in receipt of Merck KGaA's sunrise registration application.

We are currently reviewing Merck KGaA's and the other applications submitted during the sunrise registration period to determine completeness. As a result of this preliminary review, it is possible that we may require additional information from our applicants.

Once we determine an application is complete, we will then conduct a final application review.

I apologize that I am unable to provide a date certain at this time. Thank you for patience. We will be contacting you shortly.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Tuesday, January 27, 2015 7:24 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

Best regards
Jannik

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

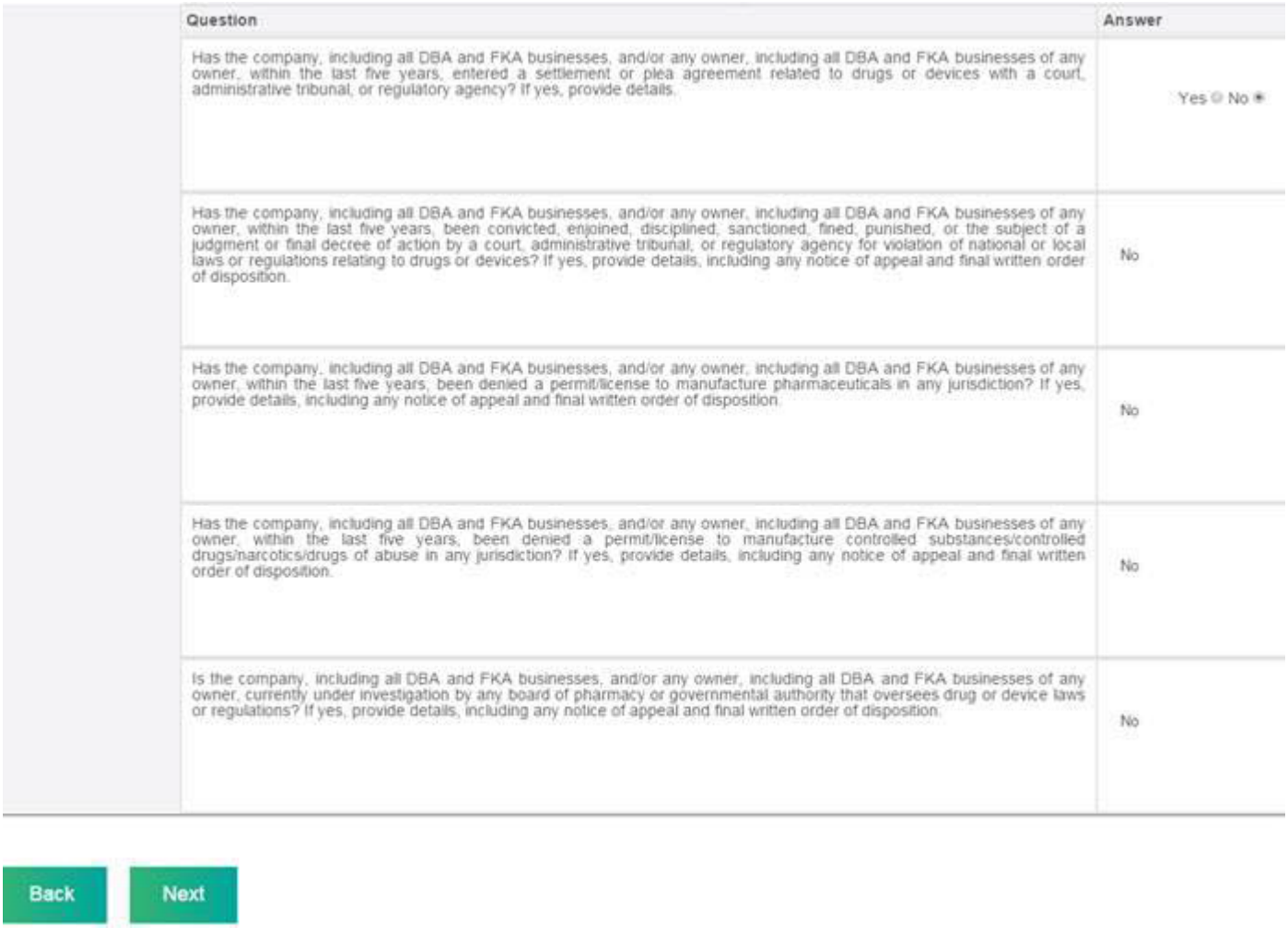
Jannik,

As we discussed on the phone moments ago, please answer the questions to the best of your ability. We may have follow up questions, but your suggested answers below will be accepted for the purposes of timely completing the application today.

As to the technical issues, you did confirm that you are using Google Chrome, which is a supported by the application.

Please attempt to complete the application for a final time. If you are unsuccessful, let me know how far along in the application you are and I will guide you through the remaining pages, which we can complete the remainder of the application via email today.

One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!



Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been convicted, enjoined, disciplined, sanctioned, fined, punished, or the subject of a judgment or final decree of action by a court, administrative tribunal, or regulatory agency for violation of national or local laws or regulations relating to drugs or devices? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture pharmaceuticals in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been denied a permit/license to manufacture controlled substances/controlled drugs/narcotics/drugs of abuse in any jurisdiction? If yes, provide details, including any notice of appeal and final written order of disposition.	No
Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Monday, January 19, 2015 8:31 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

Thanks for your fast answer.

When trying to enter the application data (to obtain a token for Merck KGaA to be able to participate in the Sunrise phase) I often experienced that the website froze (when trying to get to the next page). This led us to stop filling in the data.

I did, however, manage to fill in most of the application form today.

Another technical issue I faced was the fact that I was often times forced to make a mandatory choice (say choice of country) in fields that are not applicable to Merck KGaA's situation.

Today I decided simply to fill those fields in with “Germany” or “DBA” even though “NA” had been a correct answer.

Furthermore, the entire application form in its nature seems to be shaped for online pharmacies rather than an international pharmaceutical manufacturer like Merck KGaA (see www.merckgroup.com).

Thus for practical reasons (submitting detailed information on license agreements, links to our hundreds of websites, decision on countries where Merck KGaA for local law reasons have not been allowed to manufacturer (if that is the case?), distribute individual pharmaceutical products) it was chosen to answer “NO” to all the questions related to settlement agreements etc. Furthermore, it seems out of scope to upload all license agreements (most of our which are confidential), and also listing all laws we are operating under (as we are are a truly international corporation with subsidiaries and representatives worldwide).

So for practical reasons we decided to answer “NO” to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome
- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Important Notice: This communication may be confidential, contain information that is privileged, and/or contain information that is exempt from disclosure under applicable law. It is only authorized for use or review by the intended recipient(s). Any unauthorized review, use, distribution, disclosure, or copying of this communication, or any part thereof, is strictly proh bited and may be unlawful. If you believe that this has been sent to you in error, do not read the communication, immediately contact the sender by return e-mail or telephone, 847/391-4406, and destroy this communication and all copies thereof, including all attachments. The recipient should check this e-mail and any attachments for the presence of viruses. NABP accepts no liability for any damage caused by any virus transmitted by this e-mail.

Exhibit 12.10.11

Exhibit 12.10.11

Jessica Kutter

Von: Allain, Marty <Contact Information Redacted
Gesendet: Montag, 23. Februar 2015 19:27
An: CustServ Safe-Pharmacy
Betreff: REVISED .Pharmacy Application - Pharmaceutical Manufacturer Information Requirements

Dear Applicant,

In response to questions regarding the scope of the .Pharmacy application for pharmaceutical manufacturers, NABP has modified the information required and methods available for submission. The revised application requirements are below.

Please supplement your application with the following (if the information was not previously provided):

- Corporate headquarter address and contact information (phone; fax; and email) including resident license number, license type, and licensor (if corporate headquarters is required to be licensed in your jurisdiction)
- Comprehensive facility list for all locations where drug manufacturing or distribution occurs including:
    - Facility name
    - Address
    - Contact information including phone number and fax
    - **Please note that individual facility license information is <u>not</u> required**

The facility list may be submitted via spreadsheet in an email attachment or through direct secure messaging, which is available upon request. In the alternative, the facility list may be submitted via a public form that includes the requisite information, e.g. SEC 10-K filing; however, additional application costs may apply if NABP must manually capture the data via the review of facility information submitted in this manner.

We appreciate the concerns recently raised regarding the application's scope and recognize the application will be more onerous for multi-national organizations; however, NABP must remain consistent in its review of all organizations requesting use of the restricted .pharmacy TLD and exercise due diligence in its review of each application to ensure adherence to the eligibility standards.

Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 12.10.12

Exhibit 12.10.12

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Montag, 2. März 2015 10:47
An: 'CustServ Safe-Pharmacy'
Cc: Jonas Koelle
Betreff: FW: application for Merck KGaA did not work
Anlagen: Herstellerlaubnis.pdf.004

Dear Marty,

Did you have a chance to review the email from Jonas Kölle (Merck KGaA) below?

We would appreciate some clarity, as the deadline for participating in the sunrise (March 16) is getting closer.

Thanks for your understanding.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Contact Information Redacted [mailto:Contact Information Redacted
Sent: 20. februar 2015 15:51
To: CustServ Safe-Pharmacy
Cc: Jannik Skou
Subject: RE: application for Merck KGaA did not work

Dear Marty,

See below answers to question 1 and 2.

Regarding your third question:

1. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

a) Facility name
b) Address

c) Phone/Fax
d) Email
e) License number
f) License type – e.g. pharmaceutical manufacturer
g) Licensor – e.g. Regierungspraesidium Darmstadt

We find it out of proportions/irrelevant to provide a list of all our facilities/license agreements.

We do not intend to sell any drugs/medicine products under merck.pharmacy. Simply we want to make sure that users search for merck.pharmacy will find relevant information about our company and supply chain. And in this way support the good concept of a safe .pharmacy TLD.
We have already provided you with our license agreement for the headquarters (see attached) for pharmaceutical manufacturing in Germany.

We are listed on the German Stock Exchange http://www.boerse-frankfurt.de/en/equities/merck+kgaa+DE0006599905/company+data and as such are of course regularly audited for compliance as have our directors all passed criminal background checks.

As much as we understand the need for nic.pharmacy to perform checks of license agreements for the main target group of the .pharmacy registrants (online pharmacies), we hope that you will accept our application based on this information we have provided you so far.

We really support the .pharmacy project and goals (we ourselves invest serious resources and fighting the sale of counterfeit drugs online) and hope that our usage of the .pharmacy TLD would grant additional authentication to your project.

1. I can confirm that Merck KGaA is only seeking to register one domain; Merck.Pharmacy.

The purpose is short term to redirect merck.pharmacy to our group website – merckgroup.com.

Mid- and longer term we consider creating a separate website under Merck.pharmacy informing patients about our supply chain (Doctors – Receptions – Legitimate and authorized Pharmacies (on- and off line).

2. Please see our corporate website under http://www.emdgroup.com/emd/index.html
a. The other link is not working in the US/CA where we are marketed as EMD – from IP Numbers outside of US/Canada the link works http://www.merckgroup.com/en/worldwide/worldwide.html

Here is a screendump:

Worldwide

All | Merck Serono | Consumer Health | Performance Materials | Merck Millipore

AFRICA
Algeria
Angola
Benin
Botswana
Burkina Faso
Burundi
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Congo
Congo Democratic Republic
Djibouti
Egypt
Equatorial Guinea
Eritrea
Gabon
Gambia
Guinea
Guinea-Bissau
Ivory Coast
Kenya
Lesotho
Liberia
Libya
Madagascar
Malawi
Mauritania
Mauritius
Morocco
Mozambique
Namibia
Niger
Nigeria
Reunion Islands
Rwanda
Saint Helena
Senegal
Seychelles

ASIA
Bahrain
Bangladesh
China
India
Indonesia
Iran
Iraq
Israel
Japan
Jordan
Kuwait
Lebanon
Malaysia
Oman
Pakistan
Palestine
Philippines
Qatar
Saudi Arabia
Singapore
South Korea, Republic of Korea
Syria
Taiwan
Thailand
United Arab Emirates, U.A.E.
Vietnam
Yemen

EUROPE
Albania
Austria
Belarus
Belgium
Bulgaria
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland
Italy
Latvia
Lithuania
Macedonia
Malta
Netherlands
Norway
Poland
Portugal
Romania
Russian Federation
Serbia
Slovakia
Slovenia
Spain
Sweden
Switzerland
Turkey
Ukraine
United Kingdom

LATIN AMERICA
Argentina
Aruba
Bahamas
Barbados
Belize
Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominican Republic
Ecuador
El Salvador
Guatemala
Haiti
Honduras
Jamaica
Mexico
Nicaragua
Panama
Paraguay
Peru
Trinidad and Tobago
Uruguay
Venezuela

NORTH
Canad
USA

OCEAN
Austral
New Ze

Should you have any follow up questions – please do not hesitate to contact me.

Your sincerely

Jonas Kölle

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

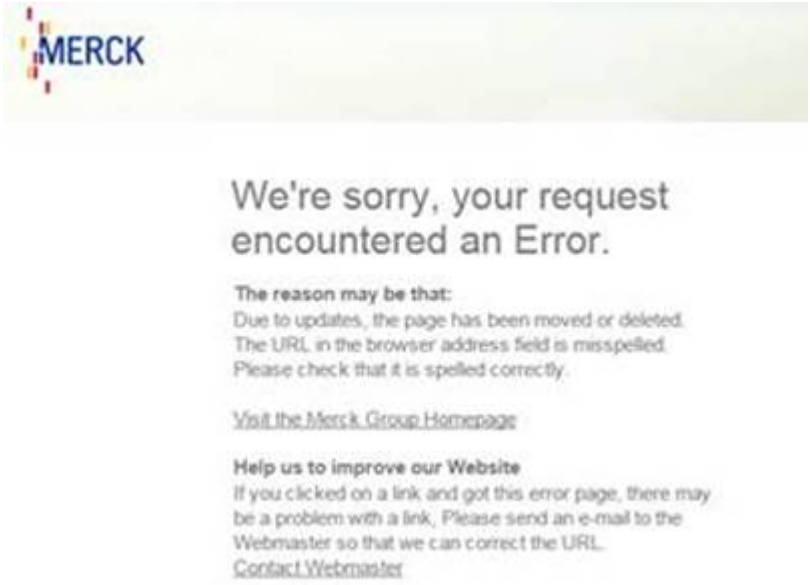
Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
E-mail: Contact Information Redacted | www.merckgroup.com

From: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
To: Jann k Skou <Contact Information Redacted CustServ Safe-Pharmacy <custserv@safe.pharmacy>,
Cc: "'Jonas Koelle <Contact Information Redacted
Date: 17.02.2015 20:09
Subject: RE: application for Merck KGaA did not work

Jannik,

After reviewing the application, we do require some additional information and clarification:

1. **Domain name requested.** I wanted to confirm that the only domain name being requested was *merck.pharmacy*.
2. **Urls for review.** The url provided (http://www.merckgroup.com/en/worldwide/worldwide.html) does not open an active page. See screenshot below. Please provide the company url to be reviewed (i.e. the url that will link to the domain name requested).



3. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

a) Facility name
b) Address
c) Phone/Fax
d) Email
e) License number
f) License type – e.g. pharmaceutical manufacturer
g) Licensor – e.g. Regierungspraesidium Darmstadt

You are welcome to provide a spreadsheet of this information and, if you wish, we can offer secure direct messaging in lieu of email to receive this information. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, February 14, 2015 4:52 AM
To: CustServ Safe-Pharmacy
Cc: 'Jonas Koelle'
Subject: RE: application for Merck KGaA did not work

Dear Marty,

Could you please update us, on when we can expect to receive the token for the Sunrise (ending March 16) for merck.pharmacy.

Thanks in advance

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 29. januar 2015 15:20
To: Jannik Skou
Cc: Contact Information Redacted
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Hi Jannik,

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Cc: Contact Information Redacted
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Dear Marty

What is the status of the approval of Merck KGaA as qualified for the Sunrise?

When can we expect to receive a Token?

Thanks in advance

Best regards
Jannik

Best regards / Mit freundlichen Grüssen

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Partner

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CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 19. januar 2015 18:07
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Jannik,

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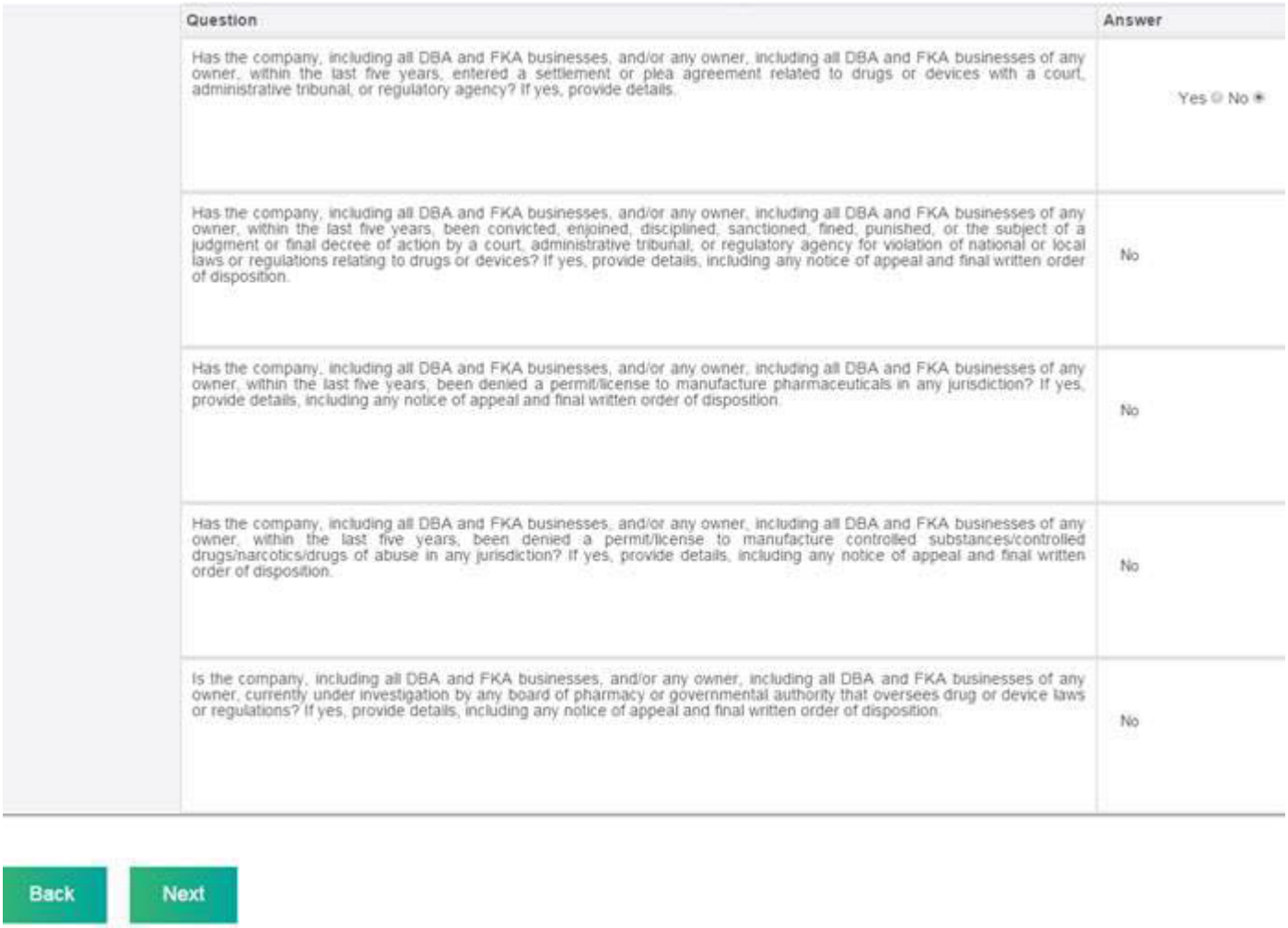
As to the technical issues, you did confirm that you are using Google Chrome, which is a supported by the application.

Please attempt to complete the application for a final time. If you are unsuccessful, let me know how far along in the application you are and I will guide you through the remaining pages, which we can complete the remainder of the application via email today.

One final suggestion: Please be sure to select “UPDATE” on any question answered on the form to complete your answer. Thanks!



Question	Answer
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, entered a settlement or plea agreement related to drugs or devices with a court, administrative tribunal, or regulatory agency? If yes, provide details.	Yes ○ No ●
Has the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, within the last five years, been convicted, enjoined, disciplined, sanctioned, fined, punished, or the subject of a judgment or final decree of action by a court, administrative tribunal, or regulatory agency for violation of national or local laws or regulations relating to drugs or devices? If yes, provide details, including any notice of appeal and final written order of disposition.	No
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Is the company, including all DBA and FKA businesses, and/or any owner, including all DBA and FKA businesses of any owner, currently under investigation by any board of pharmacy or governmental authority that oversees drug or device laws or regulations? If yes, provide details, including any notice of appeal and final written order of disposition.	No

Back Next

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
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To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work
Importance: High

Dear Marty

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I did, however, manage to fill in most of the application form today.

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So for practical reasons we decided to answer "NO" to such questions – and to only upload one license agreement. (Granting us the right to act as a pharmaceutical manufacturer in Germany).
See screen dump below.

As our contact person at Merck KGaA, Jonas Kölle, is requested to verify that all information provided is true and accurate, I would like to get your advice on how such international corporations are to fill in this application form. I would therefore kindly request you to give me a call today.

I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome

- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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Important Notice: This communication may be confidential, contain information that is privileged, and/or contain information that is exempt from disclosure under applicable law. It is only authorized for use or review by the intended recipient(s). Any unauthorized review, use, distribution, disclosure, or copying of this communication, or any part thereof, is strictly prohibited and may be unlawful. If you believe that this has been sent to you in error, do not read the communication, immediately contact the sender by return e-mail or telephone, 847/391-4406, and destroy this communication and all copies thereof, including all attachments. The recipient should check this e-mail and any attachments for the presence of viruses. NABP accepts no liability for any damage caused by any virus transmitted by this e-mail.

Important Notice: This communication may be confidential, contain information that is privileged, and/or contain information that is exempt from disclosure under applicable law. It is only authorized for use or review by the intended recipient(s). Any unauthorized review, use, distribution, disclosure, or copying of this communication, or any part thereof, is strictly proh bited and may be unlawful. If you believe that this has been sent to you in error, do not read the communication, immediately contact the sender by return e-mail or telephone, 847/391-4406, and destroy this communication and all copies thereof, including all attachments. The recipient should check this e-mail and any attachments for the presence of viruses. NABP accepts no liability for any damage caused by any virus transmitted by this e-mail.[attachment "image005.png" deleted by Jonas Koelle/EMD/Merck]

[attachment "image007.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image001.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image002.png" deleted by Jonas Koelle/EMD/Merck]

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Click http://www.merckgroup.com/disclaimer to access the German, French, Spanish and Portuguese versions of this disclaimer.

Exhibit 12.10.13

Exhibit 12.10.13

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Montag, 2. März 2015 15:02
An: Jannik Skou; CustServ Safe-Pharmacy
Cc: Jonas Koelle
Betreff: RE: application for Merck KGaA did not work
Anlagen: REVISED .Pharmacy Application - Pharmaceutical Manufacturer Information Requirements

Jannik,

NABP provided a general response to all of our pharmaceutical manufacturer applicants on February 23, 2015. Please see attached.

I confirmed that both Jonas and you were on the email distribution list.

Please let me know if you have additional questions. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Monday, March 02, 2015 3:47 AM
To: CustServ Safe-Pharmacy
Cc: 'Jonas Koelle'
Subject: FW: application for Merck KGaA did not work

Dear Marty,

Did you have a chance to review the email from Jonas Kölle (Merck KGaA) below?

We would appreciate some clarity, as the deadline for participating in the sunrise (March 16) is getting closer.

Thanks for your understanding.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Contact Information Redacted [mailto:Contact Information Redacted
Sent: 20. februar 2015 15:51
To: CustServ Safe-Pharmacy
Cc: Jannik Skou
Subject: RE: application for Merck KGaA did not work

Dear Marty,

See below answers to question 1 and 2.

Regarding your third question:

1. **Facility and license information.** For each facility where Merck KGaA holds a pharmacy services license (i.e. pharmaceutical manufacturing, wholesale drug distribution), we require the following information. This would also include all licenses to do business in other jurisdictions for each facility.

a) Facility name
b) Address
c) Phone/Fax
d) Email
e) License number
f) License type – e.g. pharmaceutical manufacturer
g) Licensor – e.g. Regierungspraesidium Darmstadt

We find it out of proportions/irrelevant to provide a list of all our facilities/license agreements.

We do not intend to sell any drugs/medicine products under merck.pharmacy. Simply we want to make sure that users search for merck.pharmacy will find relevant information about our company and supply chain. And in this way support the good concept of a safe .pharmacy TLD.
We have already provided you with our license agreement for the headquarters (see attached) for pharmaceutical manufacturing in Germany.

We are listed on the German Stock Exchange http://www.boerse-frankfurt.de/en/equities/merck+kgaa+DE0006599905/company+data and as such are of course regularly audited for compliance as have our directors all passed criminal background checks.

As much as we understand the need for nic.pharmacy to perform checks of license agreements for the main target group of the .pharmacy registrants (online pharmacies), we hope that you will accept our application based on this information we have provided you so far.

We really support the .pharmacy project and goals (we ourselves invest serious resources and fighting the sale of counterfeit drugs online) and hope that our usage of the .pharmacy TLD would grant additional authentication to your project.

1. I can confirm that Merck KGaA is only seeking to register one domain; Merck.Pharmacy.

The purpose is short term to redirect merck.pharmacy to our group website – merckgroup.com.

Mid- and longer term we consider creating a separate website under Merck.pharmacy informing patients about our supply chain (Doctors – Receptions – Legitimate and authorized Pharmacies

(on- and off line).

2. Please see our corporate website under http://www.emdgroup.com/emd/index.html
a. The other link is not working in the US/CA where we are marketed as EMD – from IP Numbers outside of US/Canada the link
works http://www.merckgroup.com/en/worldwide/worldwide.html

Here is a screendump:

Worldwide

All | Merck Serono | Consumer Health | Performance Materials | Merck Millipore

AFRICA
Algeria
Angola
Benin
Botswana
Burkina Faso
Burundi
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Congo
Congo Democratic Republic
Djibouti
Egypt
Equatorial Guinea
Eritrea
Gabon
Gambia
Guinea
Guinea-Bissau
Ivory Coast
Kenya
Lesotho
Liberia
Libya
Madagascar
Malawi
Mauritania
Mauritius
Morocco
Mozambique
Namibia
Niger
Nigeria
Reunion Islands
Rwanda
Saint Helena
Senegal
Seychelles

ASIA
Bahrain
Bangladesh
China
India
Indonesia
Iran
Iraq
Israel
Japan
Jordan
Kuwait
Lebanon
Malaysia
Oman
Pakistan
Palestine
Philippines
Qatar
Saudi Arabia
Singapore
South Korea, Republic of Korea
Syria
Taiwan
Thailand
United Arab Emirates, U.A.E.
Vietnam
Yemen

EUROPE
Albania
Austria
Belarus
Belgium
Bulgaria
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland
Italy
Latvia
Lithuania
Macedonia
Malta
Netherlands
Norway
Poland
Portugal
Romania
Russian Federation
Serbia
Slovakia
Slovenia
Spain
Sweden
Switzerland
Turkey
Ukraine
United Kingdom

LATIN AMERICA
Argentina
Aruba
Bahamas
Barbados
Belize
Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominican Republic
Ecuador
El Salvador
Guatemala
Haiti
Honduras
Jamaica
Mexico
Nicaragua
Panama
Paraguay
Peru
Trinidad and Tobago
Uruguay
Venezuela

NORTH
Canad
USA

OCEAN
Austral
New Ze

Should you have any follow up questions – please do not hesitate to contact me.

Your sincerely

Jonas Kölle

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

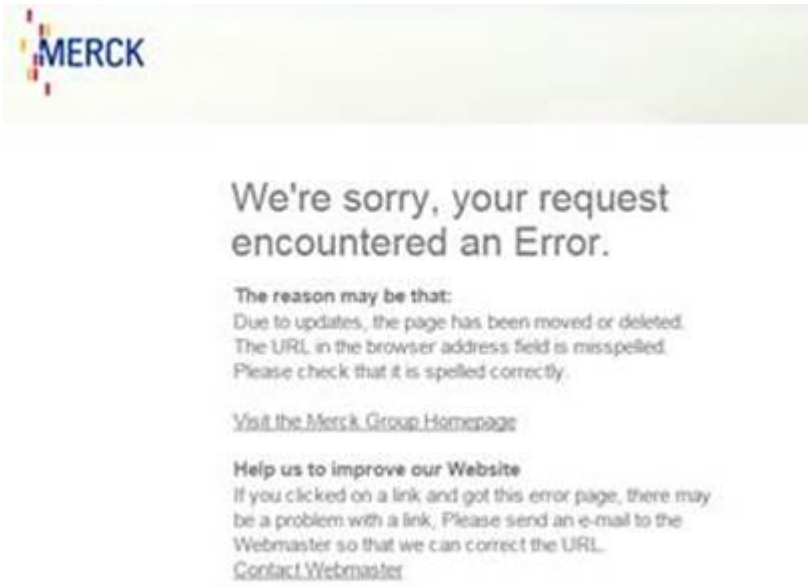
Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
E-mail: Contact Information Redacted | www.merckgroup.com

From: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
To: Jann k Skou <Contact Information Redacted CustServ Safe-Pharmacy <custserv@safe.pharmacy>,
Cc: "'Jonas Koelle <Contact Information Redacted
Date: 17.02.2015 20:09
Subject: RE: application for Merck KGaA did not work

Jannik,

After reviewing the application, we do require some additional information and clarification:

1. **Domain name requested.** I wanted to confirm that the only domain name being requested was *merck.pharmacy*.
2. **Urls for review.** The url provided (http://www.merckgroup.com/en/worldwide/worldwide.html) does not open an active page. See screenshot below. Please provide the company url to be reviewed (i.e. the url that will link to the domain name requested).



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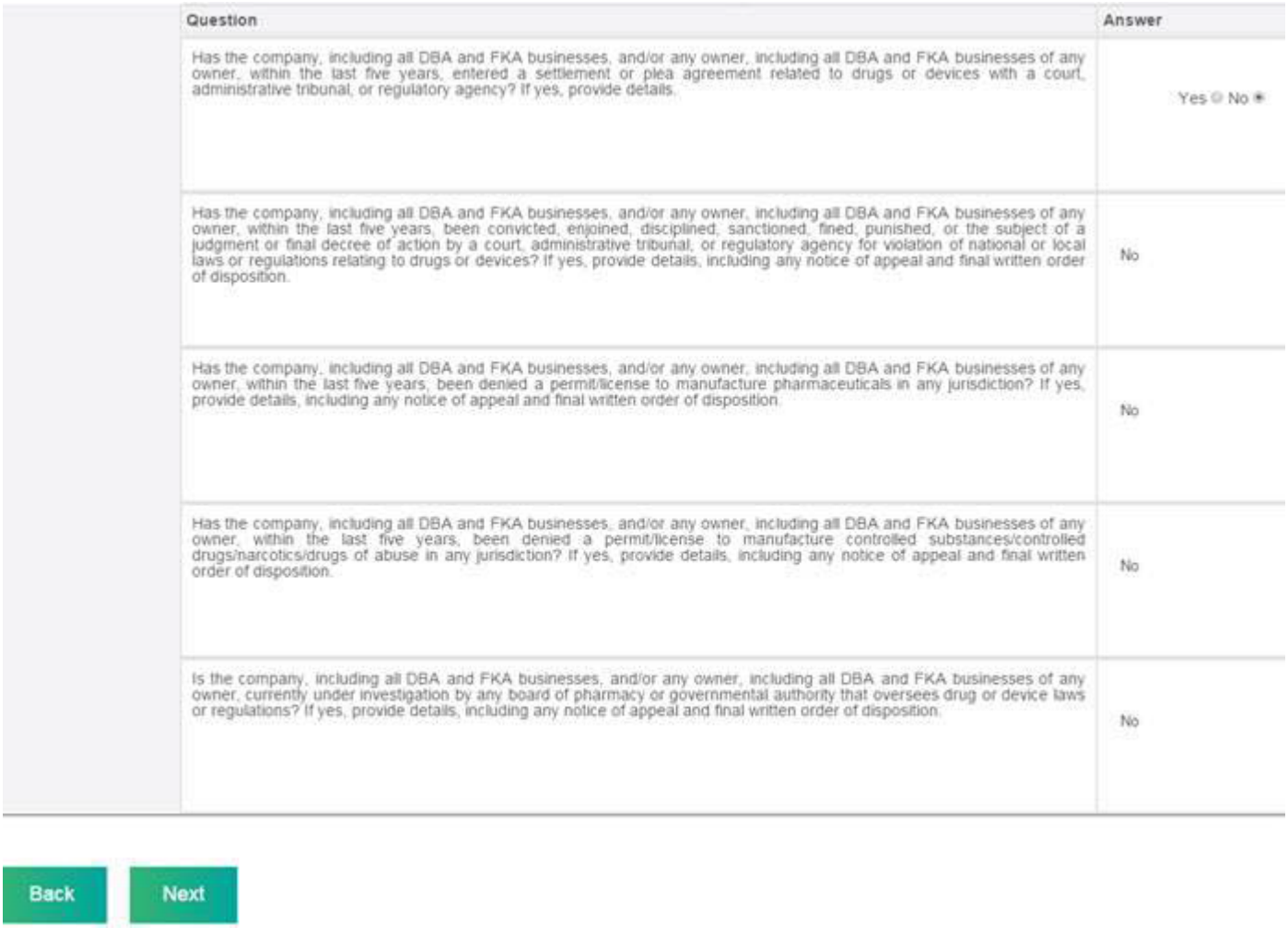

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I am available on Contact Information Redacted
Or feel free to email me when you are ready for a call and I would be happy to call you.

Thanks in advance for your understanding.

Kind regards

Jannik Skou

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Sent: 18. januar 2015 23:57
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: application for Merck KGaA did not work

Hi Jannik,

I am following up for more information on your application submission:

First, can you please describe the technical issue that occurred?

And second, I wanted to note that we do have minimum browser requirements, which are as follows:

- IE 10 and above
- Chrome

- Firefox 31 and above

If you happened to use a browser that did not meet these requirements, I would recommend attempting to resubmit the application in one of the above.

Thank you.

Marty Allain
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Saturday, January 17, 2015 12:56 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: application for Merck KGaA did not work

Dear .pharmacy Team /NABP

We experienced technical problems when trying to complete our application for a .pharmacy domain on behalf of our client

MERCK KGaA (medical manufacturer)

With account user login

Contact Information Redacted

Passwort: Pharmacy1

Please instruct us on how to participate in the sunrise.

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

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[attachment "image005.png" deleted by Jonas Koelle/EMD/Merck]

[attachment "image007.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image001.jpg" deleted by Jonas Koelle/EMD/Merck] [attachment "image002.png" deleted by Jonas Koelle/EMD/Merck]

Exhibit 12.10.14

Exhibit 12.10.14

Jessica Kutter

Von:	Jannik Skou <Contact Information Redacted
Gesendet:	Dienstag, 3. März 2015 12:48
An:	'CustServ Safe-Pharmacy'
Betreff:	merck.pharmacy sunrise application - list of production sites
Anlagen:	2015 03 03 Merck Production Sites.xlsx.001; Herstellerlaubnis.pdf.002; RE: application for Merck KGaA did not work

Dear Marty

Regarding sunrise application for MERCK.PHARMACY

Find attached the list of Merck Production Sites and the license for Merck KGaA at HQ in Darmstadt.

As previously stated (in Emails – one is attached here) and in the online application form

Mr. Jonas Kölle is the primary contact for the domain name. See contact details below.

Please confirm the receipt of this email – and please let me know, when we can expect to retrieve the code for filing the sunrise domain name registration.

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
E-mail: Contact Information Redacted | www.merckgroup.com

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 12.10.15

Exhibit 12.10.15

Jessica Kutter

Von:	Jannik Skou <Contact Information Redacted
Gesendet:	Dienstag, 3. März 2015 12:48
An:	'CustServ Safe-Pharmacy'
Betreff:	merck.pharmacy sunrise application - list of production sites
Anlagen:	2015 03 03 Merck Production Sites.xlsx; Herstellerlaubnis.pdf; RE: application for Merck KGaA did not work

Dear Marty

Regarding sunrise application for MERCK.PHARMACY

Find attached the list of Merck Production Sites and the license for Merck KGaA at HQ in Darmstadt.

As previously stated (in Emails – one is attached here) and in the online application form

Mr. Jonas Kölle is the primary contact for the domain name. See contact details below.

Please confirm the receipt of this email – and please let me know, when we can expect to retrieve the code for filing the sunrise domain name registration.

Jonas Kölle
General Counsel Trademarks | Rechtsanwalt
Head of Group Trademarks (LE-T)
Group Legal & Compliance | Trademarks

Merck – Living Innovation

Merck KGaA | Frankfurter Str. 250 | Postcode: A128/002 | 64293 Darmstadt | Germany
Contact Information Redacted
E-mail: Contact Information Redacted | www.merckgroup.com

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

Exhibit 12.10.15.01

Exhibit 12.10.15.01

Regierungspräsidium Darmstadt

HESSEN

HERSTELLUNGS-/EINFUHRERLAUBNIS

1. Nummer der Erlaubnis/Aktenzeichen	DE_HE_01_MIA_2013_0002/II 23.2 Bey -18 I 02 (001)- D 12
2. Name des Erlaubnisinhabers	Merck KGaA
3. Anschrift/en der Betriebsstätte/n des Herstellers / des Einführers	Merck KGaA Frankfurter Straße 250 A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67 64293 Darmstadt
4. Eingetragene Anschrift des Erlaubnisinhabers	Frankfurter Straße 250 64293 Darmstadt
5. Umfang der Erlaubnis sowie Darreichungsformen	ANLAGE 1 und ANLAGE 2
6. Rechtsgrundlage der Erlaubniserteilung	§ 13 Absatz 1 und § 72 Absatz 1 des Gesetzes über den Verkehr mit Arzneimitteln (Arzneimittelgesetz - AMG) in gültiger Fassung
7. Name des verantwortlichen Bearbeiters der zuständigen Behörde des Mitgliedstaates, der die Erlaubnis erteilt	Doris Beyer-Röbig
8. Unterschrift	Im Auftrag
9. Datum	24.01.2013

REGIERUNGSPRÄSIDIUM DARMSTADT

Regierungspräsidium Darmstadt HESSEN

10. Anlagen

Anlage 1 und Anlage 2
Anlage 4 (Anschrift/en beauftragter Prüfbetriebe)
Anlage 8 (Liste der Produkte, auf die sich die Herstellungs-/Einfuhrerlaubnis erstreckt)

UMFANG DER ERLAUBNIS

Anlage 1

Name und Anschrift der Betriebsstätte:
Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Humanarzneimittel

ERLAUBTE TÄTIGKEITEN
Herstellungstätigkeiten (gemäß Teil 1)
Einfuhr von Arzneimitteln (gemäß Teil 2)

Teil 1 - HERSTELLUNGSTÄTIGKEITEN

- Die erlaubten Herstellungstätigkeiten umfassen vollständige und teilweise Herstellung (einschließlich verschiedener Prozesse wie Umfüllen, Abpacken oder Kennzeichnen), Chargenfreigabe und -zertifizierung, Lagerung und Vertrieb der genannten Darreichungsformen sofern nicht anders angegeben;

- Die Qualitätskontrolle und/oder Freigabe und/oder Chargenzertifizierung ohne Herstellungsschritte sollten unter den entsprechenden Punkten spezifiziert werden;

- Unter der relevanten Produktart und Darreichungsform sollte auch angegeben werden, wenn der Hersteller Produkte mit speziellen Anforderungen herstellt, z.B. radioaktive Arzneimittel oder Arzneimittel, die Penicilline, Sulfonamide, Zytostatika, Cephalosporine, Stoffe mit hormoneller Wirkung oder andere potenziell gefährliche Wirkstoffe enthalten (anwendbar für alle Bereiche des Teils 1 mit Ausnahme 1.5.2 und 1.6).

1.1	**Sterile Produkte**
	1.1.1 Aseptisch hergestellt
	1.1.1.1 Großvolumige flüssige Darreichungsformen
	1.1.1.2 Lyophilisate Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
	1.1.1.3 Halbfeste Zubereitungen
	1.1.1.4 Kleinvolumige flüssige Darreichungsformen Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
	1.1.1.6 Andere aseptisch hergestellte Produkte Augentropfen
	1.1.2 Im Endbehältnis sterilisiert

	1.1.2.3 Kleinvolumige flüssige Darreichungsformen
1.2	**Nichtsterile Produkte**
	1.2.1 Nichtsterile Produkte
	1.2.1.2 Weichkapseln
	1.2.1.6 Flüssige Darreichungsformen zur inneren Anwendung
	1.2.1.8 Andere feste Arzneiformen
	1.2.1.13 Tabletten Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
	1.2.1.14 Transdermale Systeme
1.3	**Biologische Arzneimittel**
	1.3.1 Biologische Arzneimittel
	1.3.1.5 Biotechnologische Produkte Rekombinante Proteine/DNS
1.4	**Andere Produkte oder Herstellungstätigkeiten** [jede andere relevante Herstellungsaktivität/Produktart, die oben nicht erwähnt ist, z.B. Sterilisation von Wirkstoffen, Herstellung von biologischen Ausgangsstoffen (sofern durch nationale Vorschriften vorgesehen), pflanzliche oder homöopathische Produkte, Bulk oder vollständige Herstellung usw.]
	1.4.1 Herstellung von
	1.4.1.4 Anderen Produkten - Wirkstoffe tierischer Herkunft - Wirkstoff/Hilfsmischungen
1.5	**Nur Abpacken**
	1.5.2 Sekundärverpacken
1.6	**Qualitätskontrolle**
	1.6.1 Mikrobiologisch: Sterilität
	1.6.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	1.6.3 Chemisch/Physikalisch
	1.6.4 Biologisch

Einschränkungen oder Klarstellungen bezüglich der Herstellungstätigkeiten

Zu 1.1.1.2: Nur Sekundärverpacken, Qualitätskontrolle und Chargenfreigabe;

Zu 1.1.1.3: Nur Chargenfreigabe von Augensalbe;

Zu 1.2.1.2: Nur Qualitätskontrolle und Chargenfreigabe;

Zu 1.2.1.8: Feste Darreichungsformen mit veränderter Wirkstofffreisetzung,
nur Chargenfreigabe bei Dragees;

Zu 1.2.1.13: Beinhaltet auch die ausschließliche Sekundärverpackung und Chargenfreigabe von Zytostatika;

Zu 1.2.1.14: Nur Chargenfreigabe

Teil 2 - EINFUHR VON ARZNEIMITTELN - Einfuhrtätigkeiten sind unter der entsprechenden Produktart in diesem Abschnitt zu erfassen; Einfuhrtätigkeiten von nur teilweise hergestellten Produkten sind ebenfalls in diesem Abschnitt zu spezifizieren; - erlaubte Einfuhrtätigkeiten umfassen Lagerung und Vertrieb soweit nicht anders angegeben	
2.1	**Qualitätskontrolle eingeführter Arzneimittel**
	2.1.1 Mikrobiologisch: Sterilität
	2.1.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	2.1.3 Chemisch/Physikalisch
	2.1.4 Biologisch
2.2	**Chargenfreigabe eingeführter Arzneimittel**
	2.2.1 Sterile Produkte
	2.2.1.1 aseptisch hergestellt
	2.2.2 Nichtsterile Produkte
	2.2.3 Biologische Arzneimittel
	2.2.3.5 Biotechnologische Produkte
	2.2.4 Andere Produkte [jede andere relevante Einfuhrtätigkeit, die nicht oben erwähnt ist, z.B. Einfuhr von radioaktiven Arzneimitteln, medizinischen Gasen, pflanzlichen oder homöopathischen Produkten usw.]
	2.2.4.6 Andere Produkte Gentechnologisch hergestellte Wirkstoffe Biotechnologisch hergestellte Wirkstoffe

Einschränkungen oder Klarstellungen bezüglich der Einfuhrtätigkeiten

Zu 2.2.3.5: Rekombinante Proteine/DNS

UMFANG DER ERLAUBNIS

Anlage 2

Name und Anschrift der Betriebsstätte:
Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Prüfpräparate zur Anwendung am Menschen

ERLAUBTE TÄTIGKEITEN
Herstellungstätigkeiten für Prüfpräparate (gemäß Teil 1)
Einfuhr von Prüfpräparaten (gemäß Teil 2)

Teil 1 - HERSTELLUNGSTÄTIGKEITEN FÜR PRÜFPRÄPARATE

- Die erlaubten Herstellungstätigkeiten umfassen vollständige und teilweise Herstellung (einschließlich verschiedener Prozesse wie Umfüllen, Abpacken oder Kennzeichnen), Chargenfreigabe und -zertifizierung, Lagerung und Vertrieb der genannten Darreichungsformen sofern nicht anders angegeben;

- Die Qualitätskontrolle und/oder Freigabe und/oder Chargenzertifizierung ohne Herstellungsschritte sollten unter den entsprechenden Punkten spezifiziert werden;

- Unter der relevanten Produktart und Darreichungsform sollte auch angegeben werden, wenn der Hersteller Produkte mit speziellen Anforderungen herstellt, z.B. radioaktive Arzneimittel oder Arzneimittel, die Penicilline, Sulfonamide, Zytostatika, Cephalosporine, Stoffe mit hormoneller Wirkung oder andere potenziell gefährliche Wirkstoffe enthalten (anwendbar für alle Bereiche des Teils 1 mit Ausnahme 1.5.2 und 1.6).

1.1	**Sterile Produkte**
	1.1.1 Aseptisch hergestellt
	1.1.1.1 Großvolumige flüssige Darreichungsformen
	1.1.1.2 Lyophilisate Spezielle Anforderungen 3 Prostaglandine/Zytokine
	1.1.1.4 Kleinvolumige flüssige Darreichungsformen
	1.1.2 Im Endbehältnis sterilisiert
	1.1.2.3 Kleinvolumige flüssige Darreichungsformen
1.2	**Nichtsterile Produkte**
	1.2.1 Nichtsterile Produkte
	1.2.1.1 Hartkapseln
	1.2.1.6 Flüssige Darreichungsformen zur inneren Anwendung

	1.2.1.8 Andere feste Arzneiformen
	1.2.1.13 Tabletten Spezielle Anforderungen 2 Hormone oder Substanzen mit hormoneller Wirkung
1.3	**Biologische Arzneimittel**
	1.3.1 Biologische Arzneimittel
	1.3.1.2 Immunologische Produkte Rekombinante Proteine/DNS Andere Tumorvaccine
	1.3.1.5 Biotechnologische Produkte Rekombinante Proteine/DNS
1.4	**Andere Produkte oder Herstellungstätigkeiten** [jede andere relevante Herstellungsaktivität/Produktart, die oben nicht erwähnt ist, z.B. Sterilisation von Wirkstoffen, Herstellung von biologischen Ausgangsstoffen (sofern durch nationale Vorschriften vorgesehen), pflanzliche oder homöopathische Produkte, Bulk oder vollständige Herstellung usw.]
	1.4.2 Sterilisation von Wirkstoffen / Hilfsstoffen / Fertigarzneimitteln
	1.4.2.1 Filtration
	1.4.2.2 Trockene Hitze
	1.4.2.3 Dampf
1.5	**Nur Abpacken**
	1.5.1 Primärverpacken
	1.5.1.2 Weichkapseln
	1.5.2 Sekundärverpacken
1.6	**Qualitätskontrolle**
	1.6.1 Mikrobiologisch: Sterilität
	1.6.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	1.6.3 Chemisch/Physikalisch
	1.6.4 Biologisch

Einschränkungen oder Klarstellungen bezüglich der Herstellungstätigkeiten

Zu 1.2.1.8: Feste Darreichungsformen mit veränderter Wirkstofffreisetzung;

Zu 1.2.1.13: Beinhaltet auch die ausschließliche Sekundärverpackung und Chargenfreigabe von Zytostatika

Teil 2 - EINFUHR VON PRÜFPRÄPARATEN	
- Einfuhrtätigkeiten sind unter der entsprechenden Produktart in diesem Abschnitt zu erfassen; Einfuhrtätigkeiten von nur teilweise hergestellten Produkten sind ebenfalls in diesem Abschnitt zu spezifizieren; - erlaubte Einfuhrtätigkeiten umfassen Lagerung und Vertrieb soweit nicht anders angegeben	
2.1	**Qualitätskontrolle eingeführter Prüfpräparate**
	2.1.1 Mikrobiologisch: Sterilität
	2.1.2 Mikrobiologisch: Prüfung nicht steriler Produkte
	2.1.3 Chemisch/Physikalisch
	2.1.4 Biologisch
2.2	**Chargenfreigabe eingeführter Prüfpräparate**
	2.2.1 Sterile Produkte
	2.2.1.1 aseptisch hergestellt
	2.2.1.2 im Endbehältnis sterilisiert
	2.2.2 Nichtsterile Produkte
	2.2.3 Biologische Arzneimittel
	2.2.3.2 Immunologische Produkte
	2.2.3.5 Biotechnologische Produkte
	2.2.4 Andere Produkte [jede andere relevante Einfuhrtätigkeit, die nicht oben erwähnt ist, z.B. Einfuhr von radioaktiven Arzneimitteln, medizinischen Gasen, pflanzlichen oder homöopathischen Produkten usw.]
	2.2.4.6 Andere Produkte gentechnologisch hergestellte Wirkstoffe

Einschränkungen oder Klarstellungen bezüglich der Einfuhrtätigkeiten

Zu 2.2.3.2 und 2.2.3.5: Rekombinante Proteine/DNS

Anschrift/en beauftragter Prüfbetriebe	Nuvisan GmbH Wegenerstr. 13 89231 Neu-Ulm Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen Biopharm Gesellschaft zur biotechnol. Entwicklung von Pharmaka mbH Czernyring 22 69115 Heidelberg Freigaberelevante Prüfungen: Biologische Testungen Covance Laboratories Ltd. Otley Road - Harrogate, North Yorkshire, HG3 1PY Vereinigtes Königreich Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen L + S AG Mangelsfeld 4 97708 Bad Bocklet-Großenbrach Freigaberelevante Prüfungen: Biologische Testungen PHAST Gesellschaft für Pharmazeutische Qualitätsstandards mbH Kardinal-Wendel-Straße 16 66424 Homburg Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen RCC Ltd. Wölferstraße 4 4414 Füllinsdorf Schweiz Freigaberelevante Prüfungen: Biologische Testungen Chemische und physikalische Untersuchungen SGS Institut Fresenius Berlin GmbH & Co. KG Tegeler Weg 33 10589 Berlin Freigaberelevante Prüfungen: Chemische und physikalische Untersuchungen

Quality Assistance s.a.
Technoparc de Thudinie 2
6536 Dinstiennes
Belgien
Freigaberelevante Prüfungen:
Chemische und physikalische Untersuchungen

Aptuit OXF
111 Milton Park, -
- Abingdon, Oxfordshire OX14 4RZ
Vereinigtes Königreich
Freigaberelevante Prüfungen:
Chemische und physikalische Untersuchungen

Alphalytik Pharmaservice GmbH
Grünberger Straße 44
10245 Berlin
Freigaberelevante Prüfungen:
Biologische Testungen
Chemische und physikalische Untersuchungen

Solvias AG
Römerpark 2
CH-4303 Kaiseraugst
Schweiz
Freigaberelevante Prüfungen:
Chemische und physikalische Untersuchungen

Anlage 8

Liste der Produkte, auf die sich die Herstellungs-/Einfuhrerlaubnis erstreckt (in Übereinstimmung mit Artikel 41 und 42 der Richtlinie 2001/83/EG bzw. Artikel 45 und 46 der Richtlinie 2001/82/EG)

siehe aktuelle Anlage

MANUFACTURER'S AUTHORISATION

(This English translation is for reference only. It is not part of the official certificate.)

1. Authorisation number/file number	DE_HE_01_MIA_2013_0002/II 23.2 Bey -18 I 02 (001)- D 12
2. Name of authorisation holder	Merck KGaA
3. Address(es) of manufacturing site(s)	Merck KGaA Frankfurter Straße 250 A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67 64293 Darmstadt
4. Legally registered address of authorisation holder	Frankfurter Straße 250 64293 Darmstadt
5. Scope of authorisation and dosage forms	ANNEX 1 and ANNEX 2
6. Legal basis of authorisation	Sect 13 para 1 and sect 72 para 1 Arzneimittelgesetz (German Drug Law)
7. Name of responsible officer of the competent authority of the member state granting the manufacturing authorisation	Doris Beyer-Röbig
8. Signature	On behalf
9. Date	01/24/2013
10. Annexes attached	

Annex 1 and Annex 2
Annex 4 (Addresses of Contract Laboratories)
Annex 8 (Manufactured/ imported products authorised)

SCOPE OF AUTHORISATION

Annex 1

Name and address of the site:

Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Human Medicinal Products

AUTHORISED OPERATIONS

Manufacturing Operations (according to part 1)

Importation of Medicinal Products (according to part 2)

Part 1 - MANUFACTURING OPERATIONS

- authorised manufacturing operations include total and partial manufacturing (including various processes of dividing up, packaging or presentation), batch release and certification, storage and distribution of specified dosage forms unless informed to the contrary;

- quality control testing and/or release and batch certification activities without manufacturing operations should be specified under the relevant items;

- if the company is engaged in manufacture of products with special requirements e.g. radiopharmaceuticals or products containing penicillin, sulphonamides, cytotoxics, cephalosporins, substances with hormonal activity or other or potentially hazardous active ingredients this should be stated under the relevant product type and dosage form (applicable to all sections of Part 1 apart from sections 1.5.2 and 1.6)

1.1	**Sterile Products**
	1.1.1 Aseptically prepared
	1.1.1.1 Large volume liquids
	1.1.1.2 Lyophilisates Special requirements 2 Hormones or substances with hormonal activity
	1.1.1.3 Semi-solids
	1.1.1.4 Small volume liquids Special requirements 2 Hormones or substances with hormonal activity
	1.1.1.6 Other aseptically prepared products Eye drops
	1.1.2 Terminally sterilised

	1.1.2.3 Small volume liquids
1.2	**Non-sterile products**
	1.2.1 Non-sterile products
	1.2.1.2 Capsules, soft shell
	1.2.1.6 Liquids for internal use
	1.2.1.8 Other solid dosage forms
	1.2.1.13 Tablets Special requirements 2 Hormones or substances with hormonal activity
	1.2.1.14 Transdermal patches
1.3	**Biological medicinal products**
	1.3.1 Biological medicinal products
	1.3.1.5 Biotechnology products Recombinant proteins/DNA
1.4	**Other products or manufacturing activity** [any other relevant manufacturing activity/product type that is not covered above e.g. sterilisation of active substances, manufacture of biological active starting materials (when required by national legislation), herbal or homeopathic products , bulk or total manufacturing, etc].
	1.4.1 Manufacture of:
	1.4.1.4 Other - Ingredients of animal origin - Active substances/excipients
1.5	**Packaging only**
	1.5.2 Secondary packing
1.6	**Quality control testing**
	1.6.1 Microbiological: sterility
	1.6.2 Microbiological: non-sterility
	1.6.3 Chemical/Physical
	1.6.4 Biological

Any restrictions or clarifying remarks related to the scope of these Manufacturing operations

Ref. to 1.1.1.2: Only secondary packaging, quality control testing and batch certification;

Ref. to 1.1.1.3: Only batch certification of eye ointment;

Ref to 1.2.1.2: Only quality control testing and batch certification;

Ref. to 1.2.1.8: Modified release solid dose forms,
only batch certification of sugar coated tablets (dragée);

Ref. to 1.2.1.13: Includes also exclusive secondary packaging and batch certification of cytotoxics;

Ref to 1.2.1.14: Only batch certification

Part 2 - IMPORTATION OF MEDICINAL PRODUCTS

- any importation activity in relation to imported product should be entered under the relevant product categories in this section; importation activities relating to partially manufactured product should also be included in this section;

- importation activities include storage and distribution unless informed to the contrary

2.1	**Quality control testing of imported medicinal products**
	2.1.1 Microbiological: sterility
	2.1.2 Microbiological: non-sterility
	2.1.3 Chemical/Physical
	2.1.4 Biological
2.2	**Batch certification of imported medicinal products**
	2.2.1 Sterile products
	2.2.1.1 Aseptically prepared
	2.2.2 Non-sterile products
	2.2.3 Biological products
	2.2.3.5 Biotechnology products
	2.2.4 Other products [any other relevant importation activity that is not covered above e.g. importation of radiopharmaceuticals, medicinal gases, herbal or homeopathic products, etc.]
	2.2.4.6 Other Ingredients produced using genetic engineering Active pharmaceutical ingredients produced by biotechnology

Any restrictions or clarifying remarks related to the scope of these Importation operations

Ref. to 2.2.3.5: Recombinant proteins/DNA

SCOPE OF AUTHORISATION

Annex 2

Name and address of the site:
Merck KGaA, Frankfurter Straße 250, A 18, A 31, A 32, D 3, D 9, D 11, D 12, D 15, D 24, D 25, D 39, I 11, N 78, N 79, N 80, N 90, PH 5, PH 16, PH 23, PH 28, PH 50, PH 51, PH 52, PH 80, V 40, V 41, V 42, V 66, V 67, 64293 Darmstadt

Human Investigational Medicinal Products

AUTHORISED OPERATIONS
Manufacturing Operations of Investigational Medical Products (according to part 1)
Importation of Investigational Medicinal Products (according to part 2)

Part 1 - MANUFACTURING OPERATIONS OF INVESTIGATIONAL MEDICINAL PRODUCTS

- authorised manufacturing operations include total and partial manufacturing (including various processes of dividing up, packaging or presentation), batch release and certification, storage and distribution of specified dosage forms unless informed to the contrary;

- quality control testing and/or release and batch certification activities without manufacturing operations should be specified under the relevant items;

- if the company is engaged in manufacture of products with special requirements e.g. radiopharmaceuticals or products containing penicillin, sulphonamides, cytotoxics, cephalosporins, substances with hormonal activity or other or potentially hazardous active ingredients this should be stated under the relevant product type and dosage form (applicable to all sections of Part 1 apart from sections 1.5.2 and 1.6)

1.1	**Sterile Products**
	1.1.1 Aseptically prepared
	1.1.1.1 Large volume liquids
	1.1.1.2 Lyophilisates Special requirements 3 Prostaglandins/Cytokines
	1.1.1.4 Small volume liquids
	1.1.2 Terminally sterilised
	1.1.2.3 Small volume liquids
1.2	**Non-sterile products**
	1.2.1 Non-sterile products
	1.2.1.1 Capsules, hard shell
	1.2.1.6 Liquids for internal use

	1.2.1.8 Other solid dosage forms
	1.2.1.13 Tablets Special requirements 2 Hormones or substances with hormonal activity
1.3	**Biological medicinal products**
	1.3.1 Biological medicinal products
	1.3.1.2 Immunological products Recombinant proteins/DNA Others Tumor vaccine
	1.3.1.5 Biotechnology products Recombinant proteins/DNA
1.4	**Other products or manufacturing activity** [any other relevant manufacturing activity/product type that is not covered above e.g. sterilisation of active substances, manufacture of biological active starting materials (when required by national legislation), herbal or homeopathic products , bulk or total manufacturing, etc].
	1.4.2 Sterilisation of active substances/excipients/finished product:
	1.4.2.1 Filtration
	1.4.2.2 Dry heat
	1.4.2.3 Moist heat
1.5	**Packaging only**
	1.5.1 Primary Packing
	1.5.1.2 Capsules, soft shell
	1.5.2 Secondary packing
1.6	**Quality control testing**
	1.6.1 Microbiological: sterility
	1.6.2 Microbiological: non-sterility
	1.6.3 Chemical/Physical
	1.6.4 Biological

Any restrictions or clarifying remarks related to the scope of these Manufacturing operations

Ref. to 1.2.1.8: Modified release solid dose forms;

Ref. to 1.2.1.13: Includes also exclusive secondary packaging and batch certification of cytotoxics

Part 2 - IMPORTATION OF INVESTIGATIONAL MEDICINAL PRODUCTS	
- any importation activity in relation to imported product should be entered under the relevant product categories in this section; importation activities relating to partially manufactured product should also be included in this section; - importation activities include storage and distribution unless informed to the contrary	
2.1	**Quality control testing of imported investigational medicinal products**
	2.1.1 Microbiological: sterility
	2.1.2 Microbiological: non-sterility
	2.1.3 Chemical/Physical
	2.1.4 Biological
2.2	**Batch certification of imported investigational medicinal products**
	2.2.1 Sterile products
	2.2.1.1 Aseptically prepared
	2.2.1.2 Terminally sterilised
	2.2.2 Non-sterile products
	2.2.3 Biological products
	2.2.3.2 Immunological products
	2.2.3.5 Biotechnology products
	2.2.4 Other products [any other relevant importation activity that is not covered above e.g. importation of radiopharmaceuticals, medicinal gases, herbal or homeopathic products, etc.]
	2.2.4.6 Other ingredients produced using genetic engineering

Any restrictions or clarifying remarks related to the scope of these Importation operations

Ref. to 2.2.3.2 and 2.2.3.5: Recombinant proteins/DNA

Address(es) of Contract Laboratories	Nuvisan GmbH Wegenerstr. 13 89231 Neu-Ulm batch release relevant testing: Chemical and physical testing Biopharm Gesellschaft zur biotechnol. Entwicklung von Pharmaka mbH Czernyring 22 69115 Heidelberg batch release relevant testing: Biological testing Covance Laboratories Ltd. Otley Road - Harrogate, North Yorkshire, HG3 1PY Vereinigtes Königreich batch release relevant testing: Chemical and physical testing L + S AG Mangelsfeld 4 97708 Bad Bocklet-Großenbrach batch release relevant testing: Biological testing PHAST Gesellschaft für Pharmazeutische Qualitätsstandards mbH Kardinal-Wendel-Straße 16 66424 Homburg batch release relevant testing: Chemical and physical testing RCC Ltd. Wölferstraße 4 4414 Füllinsdorf Schweiz batch release relevant testing: Biological testing Chemical and physical testing SGS Institut Fresenius Berlin GmbH & Co. KG Tegeler Weg 33 10589 Berlin batch release relevant testing: Chemical and physical testing

Quality Assistance s.a.
Technoparc de Thudinie 2
6536 Dinstiennes
Belgien
batch release relevant testing:
Chemical and physical testing

Aptuit OXF
111 Milton Park, -
- Abingdon, Oxfordshire OX14 4RZ
Vereinigtes Königreich
Batch release relevant testing:
Chemical and physical testing

Alphalytik Pharmaservice GmbH
Grünberger Straße 44
10245 Berlin
batch release relevant testing:
Biological testing
Chemical and physical testing

Solvias AG
Römerpark 2
CH-4303 Kaiseraugst
Schweiz
batch release relevant testing:
Chemical and physical testing

Annex 8

Products authorised to be manufactured/imported (in accordance with Article 41 and 42 of Directive 2001/83/EC and/or Article 45 and 46 of Directive 2001/82/EC, as amended).

siehe aktuelle Anlage

Exhibit 12.10.15.02

Exhibit 12.10.15.02

Facility name		Address	Country	Contact information incl. phone number and fax
Merck KGaA & Co. Werk Spittal	Production Sales & Marketing Warehouse	Hösslgasse 20 9800 Spittal/Drau	Austria	phone.: +43 (0) 4762/5151-0 fax: +43 (0) 4762/5151-440
Merck SA	Production Research & Development Sales & Marketing Warehouse	Estrada dos Bandeirantes, 1099 PO Box 70560 Rio de Janeiro 22710-571	Brazil	phone: (55) 21-2444-2000 fax: (55) 21-2445-2263
EMD Inc.	Production Research & Development Sales & Marketing Warehouse	2011 94 Street Nw, Edmonton, AB T6N 1H1	Canada	phone: (780) 450-3761 fax: 780-463-0871
Merck S.A.	Production Sales & Marketing Warehouse	Francisco de Paula Taforó 1981 Ñuñoa, Santiago	Chile	phone: +56 (0) 2 23400 000 fax: +56 (0) 2 23400 198 / -199
Merck Biodevelopment S.A.S.	Production Research & Development	1 rue Jacques Monod 33650 Martillac Cedex	France	phone: +33 (0)5 57 96 09 60 fax: +33 (0)5 56 64 11 60
Merck Santé S.A.S.	Production Warehouse	2 Rue du Pressoir Vert, 45400 Semoy	France	phone: +33 (0)4 72 78 25 25 fax: +33 (0)4 78 75 39 05
Merck KGaA	Production Research & Development Sales & Marketing Warehouse	Frankfurter Straße 250, 64293 Darmstadt	Germany	phone: +49 (0) 6151 72-0 fax: +49 (0) 6151 72-2000
Allergopharma GmbH & Co. KG	Production Research & Development Sales & Marketing Warehouse	Hermann-Körner-Str. 52 21465 Reinbek	Germany	phone: +49 (0)40 / 727 65-0 fax: +49 (0)40 / 722 77 13
Merck Limited	Production Research & Development	Plot No. 11/1, Marvasodo,Usgaon,Ponda, Goa 403 407	India	phone: +91 832 6614111 fax: +91 22 2495 0307
PT Merck Tbk.	Production Research & Development Sales & Marketing Warehouse	Jl. TB Simatupang No. 8, Pasar Rebo, Daerah Khusus Ibukota Jakarta 13760	Indonesia	phone: +62 21 2856 5600 fax: +62 21 2856 5601
Merck Serono S p.A.	Production Warehouse	Zona Industriale De Modugno, 15 Via Delle Magnolie, Bari (Modugno)	Italy	phone: +39 03980 531 8318 fax: + 39 0670384643
Merck Serono S p.A.	Production Research & Development	Km. 18.300, Via Tiburtina - 00012 Guidonia Montecelio (RM)	Italy	phone: +39-06-703841 fax: +39-06-70384643
Merck Ltd.	Production Warehouse	4084, Nakatsu, Aikawa-machi, Aiko-gun Kanagawa Pref. 243-0303	Japan	phone: +81 46 286 2503 fax: +81 3 5434 4705
Merck, S A. de C.V.	Production Research & Development Sales & Marketing Warehouse	Calle 5, No. 7. Frac. Industrial Alce Blanco, Naucalpan, Estado de México	Mexico	phone: +52 55 2122 1600 fax: +52 55 2122 1613
Merck Pharmaceuticals (Pvt.) Ltd.	Production Warehouse	F – 126, S.I.T.E, Karachi	Pakistan	phone: +9221 32570761 fax: +9221 32567815
Merck (Private) Limited	Production Warehouse	D-7, Shaheed e Millat Road, Karachi	Pakistan	phone: +9221 111 523 523 fax: +9221 34559221
Merck S.L.	Production Research & Development Sales & Marketing Warehouse	Mollet del Vallès Polígono Industrial Merck 08100 Mollet del Valles (Barcelona)	Spain	phone: +34 93 565 55 00 fax: +34 91 745 44 44
Merck Serono S A.	Production Research & Development Warehouse	Zone Industrielle de l'Ouriett, 1170 Aubonne	Switzerland	phone: +41 (0)21 821 70 00 fax: +41 (0)21 808 65 30
Merck Serono S A.	Production Warehouse	Zone Industrielle 1267 Coinsins	Switzerland	Tel.: +41 22 354 5000 fax: +41 (0)21 808 65 30
Merck Serono S A.	Production Research & Development Warehouse	Zone Industrielle B 1809 Fenil-sur-Corsier	Switzerland	phone: +41 21 923 20 00 fax: +41 21 923 20 01
Seven Seas Ltd.	Production Sales & Marketing Warehouse	Hedon Road, Hull HU9 5NJ	United Kingdom	phone: +44 (0)1482 375234 fax: +44 (0)1482 374345
Merck Serono Uruguay Ares Trading Uruguay S A.	Production Research & Development Sales & Marketing Warehouse	Zonamerica Business & Technology Park Ruta 8, Km 17.500 Ed. Merck Serono C.P:91600 - Montevideo	Uruguay	phone: +598 2.5182351 / 52 fax: +598.2.5182353 / 50

Exhibit 12.10.16

Exhibit 12.10.16

Jessica Kutter

Von: Allain, Marty <Contact Information Redacted
Gesendet: Freitag, 13. März 2015 17:17
An: CustServ Safe-Pharmacy
Betreff: Sunrise application status update

To all sunrise applicants:

We have recently received inquiries regarding the status of sunrise applications with the sunrise registration period closing on March 16.

The end of the registration period will not impact your status as a sunrise applicant. To be clear, there is no requirement that a sunrise applicant register within the prescribed registration period to retain sunrise status. NABP will continue to review your application as a sunrise request and will issue tokens if your organization is approved.

Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 12.10.17

Exhibit 12.10.17

Jessica Kutter

Von: Allain, Marty <Contact Information Redacted
Gesendet: Dienstag, 31. März 2015 22:14
An: CustServ Safe-Pharmacy
Betreff: .Pharmacy application update & request for AUP review

Dear .Pharmacy applicant,

NABP is in the final stages of reviewing your sunrise .pharmacy TLD applications. We anticipate staff will provide a response to your domain name requests no later than April 14, 2015.

In the interim, we must resolve a recently discovered matter regarding the .Pharmacy Authorized Usage Policy (AUP).

When your organization originally applied for your .pharmacy domain name during sunrise, NABP inadvertently did not include two terms in the AUP posted online. Those terms are listed below and define activity that is prohibited within the .pharmacy TLD:

xi. Linking to other websites that are not .PHARMACY, for the purpose of transferring business or misleading the public to an unsafe source of products or services;
xii. Affiliating or linking with other organizations that do not support the safe, legal and ethical practices of .PHARMACY.

To review the complete AUP, please click on this link: http://www.safe.pharmacy/standards-policies/authorized-usage-policy

Please note these additional terms are not amendments or additions to the original AUP, but rather were unintentionally left off of the AUP terms posted on the .Pharmacy application and website.

If you object to these additional terms, you may terminate the application process by responding to this email with a request to withdraw your domain name request. NABP in turn will close your application with no further action necessary on your part. If you have no objections, please reply to this email with a statement accepting the additional AUP terms presented above and in the link provided.

A decision on your .pharmacy domain name request is contingent upon your acceptance of these additional AUP terms. We apologize for this oversight and appreciate your prompt response. Thank you.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 12.10.18

Exhibit 12.10.18

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Freitag, 3. April 2015 14:36
An: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
Betreff: Re: .Pharmacy application update & request for AUP review

dear Marty

We accept the terms

Happy Easter
Best regards
Jannik Skou

Den 31/03/2015 kl. 22.13 skrev "Allain, Marty" <Contact Information Redacted

> Dear .Pharmacy applicant,
>
> NABP is in the final stages of reviewing your sunrise .pharmacy TLD applications. We anticipate staff will provide a response to your domain name requests no later than April 14, 2015.
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> Marty Allain
> **.**Pharmacy Senior Manager
> National Association of Boards of Pharmacy
> 1600 Feehanville Drive
> Mount Prospect, IL 60056
> Contact Information Redacted

Exhibit 12.10.19

Exhibit 12.10.19

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Dienstag, 21. April 2015 14:25
An: 'CustServ Safe-Pharmacy'
Betreff: FW: .Pharmacy application update & request for AUP review

Hi Marty

Any updates on validation of Merck KGaA as Sunrise Registrant?

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Jannik Skou [mailto Contact Information Redacted
Sent: 3. april 2015 14:36
To: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
Subject: Re: .Pharmacy application update & request for AUP review

dear Marty

We accept the terms

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Best regards
Jannik Skou

Den 31/03/2015 kl. 22.13 skrev "Allain, Marty" <Contact Information Redacted

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.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

Exhibit 12.10.20

Exhibit 12.10.20

Jessica Kutter

Von: CustServ Safe-Pharmacy <custserv@safe.pharmacy>
Gesendet: Dienstag, 21. April 2015 23:05
An: Jannik Skou; CustServ Safe-Pharmacy
Betreff: RE: .Pharmacy application update & request for AUP review

Jannik,

It is my understanding that the application review is near completion and notification to applicants is being sent out this week. If you do not receive notification by week's end, please let me know and I will check into the matter. Thanks.

Marty Allain
.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

From: Jannik Skou [mailto:Contact Information Redacted
Sent: Tuesday, April 21, 2015 7:25 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: FW: .Pharmacy application update & request for AUP review

Hi Marty

Any updates on validation of Merck KGaA as Sunrise Registrant?

Best regards / Mit freundlichen Grüssen

Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Jannik Skou [mailto Contact Information Redacted
Sent: 3. april 2015 14:36
To: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
Subject: Re: .Pharmacy application update & request for AUP review

dear Marty

We accept the terms

Happy Easter
Best regards
Jannik Skou

Den 31/03/2015 kl. 22.13 skrev "Allain, Marty" <Contact Information Redacted

> Dear .Pharmacy applicant,
>
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>
> Marty Allain
> .Pharmacy Senior Manager
> National Association of Boards of Pharmacy
> 1600 Feehanville Drive
> Mount Prospect, IL 60056
> Contact Information Redacted

Exhibit 12.10.21

Exhibit 12.10.21

Jessica Kutter

Von: Jannik Skou <Contact Information Redacted
Gesendet: Mittwoch, 22. April 2015 09:59
An: 'CustServ Safe-Pharmacy'
Betreff: RE: .Pharmacy application update & request for AUP review

Thanks

From: CustServ Safe-Pharmacy [mailto:custserv@safe.pharmacy]
Sent: 21. april 2015 23:05
To: Jannik Skou; CustServ Safe-Pharmacy
Cc: Contact Information Redacted
Subject: RE: .Pharmacy application update & request for AUP review

Jannik,

It is my understanding that the application review is near completion and notification to applicants is being sent out this week. If you do not receive notification by week's end, please let me know and I will check into the matter. Thanks.

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.Pharmacy Senior Manager
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, IL 60056
Contact Information Redacted

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Sent: Tuesday, April 21, 2015 7:25 AM
To: CustServ Safe-Pharmacy
Cc: Contact Information Redacted
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Jannik Skou, executive MBA
Partner

Thomsen Trampedach GmbH
Riedstrasse 1
CH-6343 Rotkreuz
Switzerland

Contact Information Redacted

W: WWW.THOMSENTRAMPEDACH.COM

From: Jannik Skou [mailto Contact Information Redacted
Sent: 3. april 2015 14:36
To: Allain, Marty
Cc: CustServ Safe-Pharmacy; Jonas Koelle
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dear Marty

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Jannik Skou

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> **.**Pharmacy Senior Manager
> National Association of Boards of Pharmacy
> 1600 Feehanville Drive
> Mount Prospect, IL 60056
> Contact Information Redacted

Exhibit 12.11

Exhibit 12.11

Von: Compliance Tickets
An: Mail Zentrale
Cc: Torsten Bettinger
Betreff: [~PAJ-146-18473]: Sunrise complaint re: pharmacy closed
Datum: Donnerstag, 13. August 2015 00:09:28

Dear Dr. Torsten Bettinger, attorney for Merck KGaA,

Thank you for your patience as ICANN processed your Sunrise complaint concerning the top-level domain pharmacy. Upon review of the information received to date, ICANN has concluded that the registry operator is not in violation of Section 2.1.1 of the Trademark Clearinghouse Rights Protection Mechanism Requirements http://newgtlds.icann.org/en/about/trademark-clearinghouse/rpm-requirements-14may14-en.pdf, and therefore did not violate Section 1 of Specification 7 of the Registry Agreement.

Although your Sunrise complaint contained some elements required for a Public Interest Commitments (PIC) report, it did not state in detail how the reporter has been harmed by the alleged noncompliance of pharmacy with Specification 11, which is a requirement of the Public Interest Commitment Dispute Resolution Procedure (PICDRP). If you would like to do so now, you may submit an initial PIC report using the form located at https://forms.icann.org/en/resources/compliance/registries/picdrp/form .

Please note that per Section B.4.1 of the PICDRP, if a PIC Standing Panel is invoked by ICANN to determine a registry operator's compliance with Specification 11, evidence beyond the PIC report and the registry operator's response will not be considered, absent exceptional circumstances. Therefore, it is advised that all materials you wish to be addressed by the registry operator and/or considered by ICANN (or the PIC Standing Panel, if invoked by ICANN) be included by reference in the PIC report.

For your reference, please find a link to the PICDRP here:
http://newgtlds.icann.org/en/applicants/agb/picdrp-19dec13-en.pdf

ICANN considers this matter now closed. Please do not reply to this email (replies to closed complaints are not monitored by ICANN staff).

ICANN is requesting your feedback on this closed complaint. Please complete this optional survey at https://www.surveymonkey.com/s/8F2Z6DP .

Sincerely,

ICANN Contractual Compliance

##

The problem summary:

Time of submission/processing: Fri May 15 13:33:11 2015
Reporter Name: Dr. Torsten Bettinger, attorney for Merck KGaA
Reporter Email: Contact Information Redacted
Name of TLD: <.pharmacy>
Name of Registrar: National Association of Boards of Pharmacy (NABP)

A complaint with the Registry Operator is submitted and obtained a decision: YES

Registry Operator's Sunrise Policy is in non-compliance with the Trademark Clearinghouse Rights Protection Mechanism Requirements.

The explanation of the violation along with the section(s) of the Sunrise policy that is in conflict with the Rights Protection Mechanism Requirements: Merck KGaA (Merck)

submits this formal complaint regarding the actions of the National Association of Boards of Pharmacy (NABP) during administration of its Sunrise period, which have not been taken in accordance with published policy or procedure.

On April 22, 2015 Merck received notice that NABP received multiple Sunrise applications for <merck.pharmacy> and that, pursuant to “objective criteria”, NABP decided to terminate Merck KGaA’s application. On April 29, Merck filed a complaint with NABP, noting its apparent violations of the TMCH RPM Requirements, and demanding resolution. NABP replied on May 12, failing to provide any explanation of or reference to the established policies or procedures it used to terminate Merck’s Sunrise application and confirmed that its decision was final.

NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA’s Sunrise application, in violation of 2.1.2 of the RPM Requirements. Further, NABP’s policies prima facie demonstrate that it awards domains on a “first-come, first-served” manner, in conflict with “end-date” sunrise requirements at 2.1.1 of the RPM Requirements. These circumstances are themselves contrary to NABP’s statements made in its gTLD application (question 18.3.2), indicating that NABP would allocate domains via auction in such situations.

Merck suspects and is greatly concerned that NABP allocated <merck.pharmacy> prior to the Sunrise period in a non-objective and discriminatory way to Merck & Co., a US pharmaceutical concern which is described as a “Leader” in support of the Registry through contributions of USD 100,000 or more. It is not possible to verify this as NABP's WhoIs is not operational.

Merck requests ICANN to investigate NABP’s Sunrise procedures for violations of the RPM Requirements and order NABP to allocate <merck.pharmacy> in an objective and nondiscriminatory manner in accordance with its statements in its gTLD application.

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Ticket Details

Ticket ID: PAJ-146-18473
Department: Sunrise
Type: Issue
Status: Manual Process
Priority: Normal

Exhibit 12.12

.pharmacy Terms and Conditions

Exhibit 12.12

Please read these terms and conditions (T&C) carefully. The T&C describe the rights and obligations of the National Association of Boards of Pharmacy® ("NABP®") and 1) the applicant submitting a .pharmacy domain application to NABP ("Applicant"); and 2) the Applicant if its .pharmacy application is approved by NABP or Applicant, or a third party such as an assignee, if it acquires a .pharmacy domain name registration (collectively "Registrant"). Applicant and Registrant may be collectively referred to as "Customer." NABP, Applicant, Registrant, or Customer are each a "Party" and collectively are "Parties." By submitting an application for a .pharmacy domain or acquiring a .pharmacy domain name, Customer agrees to comply with these T&C.

NABP is approved by the Internet Corporation for Assigned Names and Numbers ("ICANN") as the registry for .pharmacy. NABP is a 501(c)(3) nonprofit corporation located at 1600 Feehanville Drive, Mount Prospect, IL 60056, United States of America. NABP operates the .pharmacy Top-Level Domain (TLD) Program in furtherance of its mission to support its member boards of pharmacy in protecting public health.

Now, therefore, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, NABP and Customer agree to the following terms:

1. INFORMATION & MONITORING

1.1 NABP reserves the right to review any and all information available to it to determine whether Applicant complies with the T&C, Registrant Eligibility requirements, Program Standards, the Authorized Usage Policy, and .pharmacy TLD Program requirements published on www.safe.pharmacy or its successor site(s) (collectively "Standards"). Information that NABP may review about Customer includes, but is not limited to, the information provided in the application, information provided to NABP by Applicant or that NABP obtains or receives, whether through the .pharmacy TLD Program, one or more accreditation programs, or any other NABP program, publically available information, information available through proprietary sources, and information that NABP learns from its own investigations. For all applications, NABP reserves the right to request additional information or documentation from the Customer. Such information shall not be disclosed by NABP unless: (a) the information is publicly available; (b) the information is legally required to be disclosed; (c) NABP, its employees, or contractors believe in good faith that a Customer, its owners, or its affiliates engaged in or are engaging in conduct that violates these T&C, state, federal, country, or regional law, or ICANN requirements; or (d) as otherwise permitted under these T&C or required for NABP to perform its obligations under these T&C or as a registry for the .pharmacy domain. If NABP notifies its member boards of pharmacy or appropriate state, federal, country, or regional regulatory or law enforcement authorities, or ICANN, NABP agrees to notify Customer to the extent permitted by law. Please note that notwithstanding anything to the contrary in the T&C, NABP may utilize contractors or agents to perform any of its activities or obligations under these T&C.

1.2 If NABP approves the .pharmacy domain application, Registrant agrees to notify NABP of any changes to the information provided to NABP via the .pharmacy application or other NABP-designated document including, but not limited to, change in pharmacist-in-charge, change in ownership, change in facility name, change in facility location, or the filing or disposition of any disciplinary action.

1.3 By receiving NABP approval for a .pharmacy domain, Registrant understands that it may be, and agrees to be, subject to regular monitoring for compliance with the Standards.

2. .pharmacy REGISTRANT ELIGIBILITY STANDARDS, AUTHORIZED USAGE POLICY AND PROGRAM REQUIREMENTS, AND WITHDRAWAL

Customer agrees to comply with the .pharmacy Registrant Eligibility Requirements and Program Standards (collectively, "RES"), the .pharmacy Authorized Usage Policy ("AUP"), and program requirements published at the www.safe.pharmacy site or its successor site(s), which are hereby incorporated into the T&C by reference. Customer agrees that NABP may, at its sole discretion, amend the RES, AUP, or program requirements. If NABP amends the RES, AUP, or program requirements, NABP will notify Customer by sending a notification to the contact e-mail account provided by Customer in its .pharmacy domain application. NABP will allow a reasonable amount of time to comply with the amended RES, AUP, or program requirements, unless the amendment pertains to an ICANN requirement, law, or regulation that requires Customer's immediate compliance. Customer may elect to withdraw the .pharmacy domain application, decline to register the NABP-approved .pharmacy domain, or discontinue using the .pharmacy domain that it registered (collectively "Withdrawal"). In any case of Withdrawal, Customer agrees to provide written notice of Withdrawal to NABP and the applicable Registrar. Following receipt of the notice of

Withdrawal, NABP shall delete the .pharmacy domain no later than thirty (30) days after receipt of the notice of Withdrawal, unless, in the case of discontinuation of use of a .pharmacy domain, NABP and Registrant agree in writing to a different date of deletion for the .pharmacy domain. Customer agrees to discontinue use of the .pharmacy domain for which it submitted the notice of Withdrawal. The T&C will terminate on the date that NABP deletes the .pharmacy domain. NABP will return the .pharmacy domain name, which was the basis for Customer's application, to the general pool of .pharmacy domains.

3. APPLICATION DENIAL OR CLOSURE

3.1 NABP reserves the right to refuse to consider any domain application on the basis that the requested domain is the subject of a previous application, in NABP's sole discretion. Pursuant to the United States Anticybersquatting Consumer Protection Act of 1999 or other applicable laws or ICANN requirements, NABP may deny an application or delete, remove, transfer, disable, forfeit, or cancel a domain if the domain name is identical to, confusingly similar to, or dilutive of another's trademark.

3.2 Upon Applicant's submission of a complete, accurate, and truthful .pharmacy application and payment of the then-current application fee, NABP and/or one of its contactors will review the application to assess Applicant's compliance with the Standards. If NABP obtains information indicating that Applicant violated or does not comply with the Standards, NABP will send Applicant a written notice of intent to deny the application to register the .pharmacy domain ("Notice of Intent to Deny") and the reason(s) therefor. The Applicant shall have thirty (30) days from the date of the Notice of Intent to Deny to respond. If Applicant does not timely respond, then NABP will send written notification to Applicant that its .pharmacy application is denied ("Denial Notice"). If Applicant responds, NABP will review Applicant's response and any additional relevant information that the Applicant provides in response to the Notice of Intent to Deny. After its review, if NABP determines that Applicant did not violate and is in compliance with the Standards, then NABP will rescind the Notice of Intent to Deny by approving Applicant to register the .pharmacy domain for which Applicant applied and issuing Applicant a registration token. After its review, if NABP determines that Applicant violated the Standards or is not in compliance with the Standards, NABP will send Applicant a Denial Notice. Denial Notices and NABP's decision to deny the .pharmacy application are final and NABP will not reconsider any of its decisions. The T&C terminate effective on the date of the Denial Notice. Following the Denial Notice, NABP will return the .pharmacy domain name for which the Applicant had applied to the general pool of .pharmacy domains. If Applicant reapplies, it must correct all non-compliances described in Notice of Intent to Deny and meet all then-applicable Standards. If Applicant reapplies for the same or a different .pharmacy domain, NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

3.3 If NABP has questions about an application or needs additional information, then NABP may send a written request to the Applicant identifying the specific questions or information requested. The Applicant shall have thirty (30) days to respond to the NABP request. If Applicant does not respond to the request for information, then NABP shall close the application and send a "Notice of Application File Closure," and the .pharmacy domain will be placed in the general pool of .pharmacy domains. If Applicant responds, NABP will review Applicant's response and any additional relevant information that the Applicant provides in response to the NABP request. After its review, if NABP determines that Applicant meets the Standards, then NABP will approve Applicant's .pharmacy domain application and issue a registration token. After its review, if NABP determines that Applicant does not meet the Standards, then NABP will send Applicant a Notice of Application File Closure. Notices of Application File Closure and NABP's decision to close Applicant's .pharmacy application file are final and NABP will not reconsider any of its decisions. The T&C terminate effective the date of the Notice of Application File Closure. A refund will be issued only per the Refund Policy in these T&C. Following the Notice of Application File Closure, NABP will return the .pharmacy domain name to the general pool of .pharmacy domains. If Applicant reapplies, it must answer all NABP questions or provide the information that NABP requested in connection with the Applicant's previous .pharmacy application and meet all current Standards. Applicant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

3.4 If NABP receives two or more complete applications for the same domain from different Applicants, and the completed application received first in time is approved, the application(s) received subsequently will be closed by NABP. NABP shall send a "Notice of Application Closure" to the Applicant. A refund will be issued only per the Refund Policy in these T&C. Applicant may reapply for a different domain.

4. REGISTRATION & REGISTRATION TOKEN

Upon approval of a .pharmacy domain, NABP will provide Registrant with an electronic registration token. Using the electronic registration token, Registrant must register the .pharmacy domain requested, within sixty (60) days of approval, with an authorized .pharmacy registrar ("Registrar"). A list of authorized .pharmacy Registrars may be found at www.safe.pharmacy or successor site(s). If Registrant fails to register the .pharmacy domain within sixty (60) days of being approved, the Registrant will forfeit that .pharmacy domain, and it will be placed in the general pool of .pharmacy domains. If the prior Registrant wishes to register that .pharmacy domain at a later time when that domain is still available, it must reapply including paying the then-current .pharmacy application fee.

5. DOMAIN TRANSFER

Registrant is prohibited from transferring, sublicensing, or assigning a .pharmacy domain to another registrant by any means, except with NABP's prior written consent. Registrant is prohibited from transferring the registration of a .pharmacy domain from one Registrar to a different Registrar except with NABP's prior written consent.

6. OWNERSHIP, LICENSE, & RESTRICTIONS ON USE

6.1 All rights, title, and interest in .pharmacy (including all copyrights, trademarks, and other intellectual property rights) are the property of NABP or its ICANN-approved affiliates or successors. Except as expressly provided below, nothing contained herein shall be construed as conferring to any Customer or its successors any license or right, by implication, estoppel, or otherwise to claim, exercise, or exploit any copyright or other intellectual property rights.

6.2 Customer agrees that acceptance or approval of a .pharmacy application or acquisition of a .pharmacy domain name does not constitute a warranty or an endorsement by NABP of Customer's products or services, or Customer's compliance with any law or regulation. Customer may not sublicense, transfer, or assign a .pharmacy domain name without prior written approval of NABP.

7. REFUND POLICY

Customer agrees that there are no refunds of application or registration fees, except if the .pharmacy domain applied for has been approved by NABP for a different applicant. Such refund will be made in the same manner that the fee was paid to NABP.

8. SUNRISE DISPUTE RESOLUTION POLICY AND OTHER DOMAIN DISPUTE DECISIONS

8.1 Through the National Arbitration Forum or any successor organization, NABP provides a mechanism to resolve disputes in connection with Sunrise registrations. NABP's Sunrise Dispute Resolution Policy, available at www.safe.pharmacy/standards-policies, describes the process and requirements for challenging .pharmacy domain names registered during the Sunrise period. NABP and Customer each agree to abide by the decision made by National Arbitration Forum. In the event that the National Arbitration Forum decision calls for the transfer of the domain, the designated domain recipient must first be approved by NABP as compliant with the then-applicable .pharmacy Standards.

8.2 In the event that a court of competent jurisdiction or an ICANN-recognized arbitration organization issues a decision calling for the transfer of a .pharmacy domain name, the designated domain recipient must first be approved by NABP in writing as compliant with the then-applicable .pharmacy Standards.

9. DOMAIN DISCONTINUATION BY REGISTRANT & DELETION, SUSPENSION, OR TERMINATION BY NABP

9.1 Following receipt of written notice that Registrant will discontinue seeking to register a .pharmacy domain name or wishes to discontinue using a registered .pharmacy domain, NABP will delete the domain name no later than thirty (30) days after receipt of the written notice unless, in the case of discontinuation of use of a .pharmacy domain, NABP and Registrant agree in writing to a different date of deletion for the .pharmacy domain. The T&C will automatically terminate on the date that NABP deletes the .pharmacy domain name. NABP will not issue a refund if Registrant discontinues seeking to register or using a .pharmacy domain.

9.2 If NABP obtains information indicating the Registrant violated or is not in compliance with the Standards, NABP will send Registrant a notice of intent to terminate NABP's approval of the .pharmacy application or delete the .pharmacy domain registration ("Notice of Intent to Delete") and the reason(s) therefor. Registrant shall have thirty (30) days from the date of the Notice of Intent to Delete to respond. If Registrant does not timely respond, then NABP will send written notification to Registrant that NABP's approval of the .pharmacy application is terminated or that it will delete Registrant's domain registration, as applicable ("Deletion Notice"). If Registrant timely responds, NABP will review Registrant's response and any additional relevant information that the Registrant provides in response to the Notice of Intent to Delete. After its review, if NABP determines that Registrant did not violate and is in compliance with the Standards, then NABP will rescind the Notice of Intent to Delete and will approve Registrant to register the .pharmacy domain or continue to use the .pharmacy domain name registration, as applicable. After its review, if NABP determines that Registrant violated the Standards or is not in compliance with the Standards, NABP will send a Deletion Notice. The T&C terminate effective on the date of the Deletion Notice. All Deletion Notices and NABP's decision to terminate its approval for the .pharmacy domain or to delete the .pharmacy domain name registration are final and NABP will not consider any internal appeal of its decisions. Following the Deletion Notice, NABP will return the .pharmacy domain name that was the basis for the Customer's application to the general pool of .pharmacy domains. If Registrant reapplies, it must correct all non-compliances with the Standards described in Notice of Intent to Delete and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.3 NABP reserves the right, in its sole discretion, to immediately suspend Registrant's .pharmacy domain or NABP's approval of Registrant's .pharmacy domain application if NABP obtains information indicating that Registrant is violating, or within the previous 12 months violated without disclosing to NABP, any criminal, fraud, pharmaceutical, pharmacy-related, patient safety-related, or Internet-related law or regulation or ICANN requirement, is engaging in abusive activities in connection with the Internet or its governance, threatens or its activities threaten the security or stability of the Internet or of the .pharmacy namespace, or Registrant is likely to cause direct and material harm to others ("Violation"). NABP shall provide a written notice to the Registrant of the suspension ("Suspension Notice"), the reason for the suspension, notify Registrant of NABP's intent to delete Registrant's domain, and provide Registrant with the opportunity to respond. Within 30 days of the date of the Suspension Notice, Registrant may submit a response to NABP, including any available documentation to substantiate Registrant's response. If Registrant does not timely respond, then NABP will send written notification to Registrant that NABP's approval of the .pharmacy domain application is terminated or that it deleted Registrant's .pharmacy domain registration ("Deletion Notice"). If Registrant timely responds, NABP will review Registrant's response and any relevant information that the Registrant provides in response to the Suspension Notice. After its review, if NABP determines that Registrant did not engage in any Violation and is compliant with the Standards, then NABP will rescind the Suspension Notice and will confirm its approval for Registrant to register the requested .pharmacy domain or reinstate Registrant's .pharmacy domain name registration, as applicable. After its review, if NABP in its sole discretion determines that Registrant engaged in a Violation, NABP will send a Deletion Notice. The T&C terminate effective on the date of the Deletion Notice. All Suspension and Deletion Notices and NABP's decisions to suspend Registrant's .pharmacy domain, suspend its approval of Registrant's .pharmacy domain, or to delete Registrant's .pharmacy domain name registration are final and NABP will not reconsider any of its decisions. Following the Deletion Notice, NABP will return the .pharmacy domain name that was the basis for the Registrant's application to the general pool of .pharmacy domains. If Registrant reapplies after receiving a Deletion Notice, it must correct all Violations described in Suspension Notice and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.4. If Customer fails to pay the application or registration fees when due, NABP will send Customer written notification of impending termination of NABP's consideration of the application, approval of the .pharmacy domain, or deletion of Registrant's .pharmacy domain name registration. If Customer does not timely pay all applicable fees within thirty (30) days of the date of such notification, NABP will terminate its consideration of the application, its approval of the .pharmacy domain or delete the .pharmacy domain name registration, as applicable. NABP will return the .pharmacy domain, which was the basis for the .pharmacy application, to the general pool of .pharmacy domains, and will send written notification thereof to Registrant. The T&C terminate effective on the date of the written notification. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.5 NABP will send Registrant a Deletion Notice if Registrant does not timely respond to any NABP request for information or if Registrant does not provide all NABP-requested documentation within 30 days of the date of a Notice of Intent to Delete. NABP will terminate its approval of the .pharmacy domain or delete Registrant's .pharmacy domain name registration, as applicable, and NABP will return the .pharmacy domain, which was the basis for the .pharmacy application, to the general pool of .pharmacy domains. The T&C terminate effective on the date of the Deletion Notice. If Registrant reapplies, it must correct all non-compliances with the Standards described in Notice of Intent to Delete and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.6 If Customer applies for or is accredited or approved by NABP through one or more current or future NABP accreditation or approval programs including, without limitation, the Verified-Accredited Wholesale Distributors® (VAWD®), Verified Internet Pharmacy Practice Sites® (VIPPS®), or Durable Medical Equipment Prosthetics, Orthotics and Supplies (DMEPOS), and its application is denied or Customer is disqualified from one of the NABP accreditation or approval programs, Customer hereby agrees that the application denial or disqualification is grounds for denial of Customer's .pharmacy application or temporary suspension, termination of approval, or deletion of Customer's .pharmacy domain and that NABP may deny, temporarily suspend, terminate its approval, or delete Customer's .pharmacy domain pursuant to the requirements of the T&C. NABP will return any denied or deleted domain name(s) to the general pool of .pharmacy domains. If Customer reapplies, it must correct all non-compliances described in the applicable notice, including the Notice of Intent to Deny or Notice of Deletion, and meet all then-applicable Standards.

If Customer's application for a .pharmacy domain name is denied or its .pharmacy domain name(s) are deleted or NABP terminates its approval of Customer's .pharmacy domain name(s), then Customer hereby agrees that the denial of the .pharmacy application or deletion or termination of approval of its .pharmacy domain name(s) is grounds for loss of qualification under the accreditation or approval program letter of agreement (LOA) and NABP may suspend or disqualify Customer from one or more NABP accreditation or approval programs pursuant to the terms and conditions of the applicable LOA(s).

9.7 Customer must notify NABP in writing of any change in its ownership, including if Customer is merged, acquired by, or consolidated with another organization within 30 days of any such change. In such circumstance, NABP may, in its sole reasonable discretion, require Customer to reapply for approval of a .pharmacy domain. In such circumstance, NABP shall send a written notice advising the Customer that it must complete the .pharmacy application, submit the then-applicable payment, and meet the then-applicable Standards. In the case of a Registrant, its .pharmacy domain will remain active for 30 days, while the Registrant prepares its .pharmacy application for submission. If Registrant fails to reapply within those 30 days, then NABP will send Registrant a Deletion Notice. If Registrant timely applies and NABP determines that Registrant meets the then-applicable Standards, then Registrant's .pharmacy domain will remain active for the remaining balance of the 12-month term, and NABP will send Registrant written notification thereof. If Registrant timely applies and NABP has questions about the application or needs information, then NABP shall send a written request to the Registrant identifying the specific questions or information requested. The Registrant shall have 30 days to respond to the NABP request. If Registrant does not timely respond to the NABP request, the application will be closed and NABP will send Registrant notification that its application file was closed and the Registrant's domain will be deleted. Thereafter, the .pharmacy domain will be placed in the general pool of .pharmacy domains. If Registrant timely responds, NABP will review Registrant's response and any additional relevant information that the Registrant provides in response to the NABP request. After its review, if NABP determines that Registrant meets the Standards, then Registrant's .pharmacy domain will remain active for the remaining balance of the 12-month term, and NABP will send Registrant written notification thereof. After its review, if NABP determines that Registrant does not meet the Standards, the application will be closed, NABP will send Registrant notification that its application file was closed and Registrant's domain will be deleted. Thereafter the .pharmacy domain will be placed in the general pool of .pharmacy domains. NABP's decisions to close Registrant's .pharmacy application and delete its .pharmacy domain registration are final and NABP will not reconsider any of its decisions. The T&C terminate effective on the date of the Deletion Notice. A refund will be issued only in accordance with the Refund Policy in these T&C. If Registrant reapplies, it must answer all NABP questions or provide the information that NABP requested in connection with the previous .pharmacy application and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

10. RIGHT OF PUBLICITY

Customer grants NABP a nonexclusive, transferrable, royalty-free license to publish Customer's name, address, website address, and its date of approval of the .pharmacy domain application.

11. TERM

The term of a domain name is twelve (12) months, which begins upon the date the domain name is registered with a Registrar. The Registrant must reapply annually to maintain the .pharmacy domain name. NABP reserves the right to suspend or delete a domain name during the term, consistent with these T&C. Termination of Customer's registration or deletion of Customer's .pharmacy domain does not relieve Customer of liability for obligations that relate to activities occurring before such termination or deletion.

12. RENEWAL

One hundred twenty (120) days prior to the anniversary of the domain name registration date ("120-Day Notice"), each successive year during which the domain name is active, Registrar will advise Registrant to complete the annual .pharmacy TLD Program application form (found at www.safe.pharmacy/ apply, or successor site(s)) to reapply for the domain name. Registrar will send a reapplication notice to the Registrant thirty (30) days after the date of the 120-Day Notice. If Registrant has not reapplied within sixty (60) days of the anniversary of the domain name registration date, Registrar will advise Registrant that if the reapplication is not processed prior to the anniversary date, the domain name may be suspended and ultimately deleted. If the Registrant has not reapplied within thirty (30) days of the anniversary of the domain name registration date, Registrar will advise Registrant that the domain name is at risk of being suspended and ultimately deleted. If the Registrant reapplies within five (5) days of the anniversary of the domain name registration date, NABP cannot guarantee that it will be able to review and, if Registrant meets all Standards, approve the domain renewal request prior to the anniversary date. If by the anniversary date NABP has not completed its review of the application that Customer submitted within five (5) days of the anniversary date, NABP may, in its sole discretion, suspend the domain name pending NABP's review and approval of Customer's application. If NABP decides to suspend the domain name, NABP will notify the Registrar regarding the domain suspension and will send a notice to the Customer that is domain is suspended pending NABP's review and approval of Customer's application. If the Customer has not reapplied as of the anniversary date, NABP will notify the Registrar to suspend the domain name and send a notice to the Customer that its domain is suspended pending NABP's review and approval of Customer's application. A Customer that has not submitted its application prior to the anniversary date shall be given thirty (30) additional days to reapply ("Redemption Grace Period") during which time the domain will remain suspended. After the expiration of the Redemption Grace Period, if the Customer has not timely reapplied, the domain name will be deleted by NABP and placed into the general pool of .pharmacy domains. Customer may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

If NABP approves the renewal of the domain name, Customer may register the domain name for another year. Registrar will collect the applicable registration fee. NABP and Customer agree that review and handling of Customer's .pharmacy TLD Program application for renewal of its .pharmacy domain will be handled in accordance with the then-current terms and conditions for the .pharmacy TLD Program.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

Customer agrees to indemnify and hold harmless NABP, its employees, agents, contractors, officers, and directors against all third-party claims, losses, lawsuits, damages, and expenses, including, without limitation, reasonable attorneys' fees arising out of:

a. Any failure on the part of Customer or its employees, agents, contractors, officers, and directors to comply with these T&C;
b. Any use of a .pharmacy domain, including content in any advertisement, brochure, or other publication released to the public by Customer or its agents or contractors, and any content on any Internet site substantially owned or controlled by or affiliated with Customer including, but not limited to, any claim related to infringement, misappropriation or other violation of a right of another person (including, without limitation, copyright, right of privacy or publicity, or trade secret), or a claim for defamation or obscenity;
c. The sale, offer to sell, or provision of any product or service of or by Customer or any other entity substantially owned or controlled by or affiliated with Customer; or
d. The negligence, gross negligence, misconduct, or intentional tort of Customer or its employees, agents, contractors, officers, or directors.

WITH THE EXCEPTION OF CUSTOMER'S INDEMNIFICATION OF NABP AS DESCRIBED IN THIS SECTION, NEITHER NABP NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY

INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR DAMAGES FROM LOST PROFITS OR LOST USE. THE MAXIMUM AGGREGATE LIABILITY OF NABP FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE T&C, REGARDLESS OF THE FORM OR CAUSE ACTION, SHALL BE THE TOTAL FEES PAID BY CUSTOMER TO NABP FOR THE .PHARMACY DOMAIN NAME DURING THE TERM OF THE T&C.

14. ZONE FILE AND/OR WHOIS DATA ACCESS

NABP, its employees, agents, contractors, officers, and directors shall not be liable to Registrant for a) any access, use, or modification (whether or not permitted) of the Zone File or WHOIS data, without limitation; b) the unauthorized, improper, or illegal access or use of the Zone File or WHOIS data, without limitation; or c) any negligent act or omission or willful misconduct in the access or use of the Zone File or WHOIS data, without limitation.

15. MISCELLANEOUS

15.1 Customer will notify NABP in writing if Customer, its pharmacy, owners, or affiliates become the subject of an investigation, indictment, prosecution, conviction, or disciplinary order within thirty (30) days of learning of such investigation, indictment, prosecution, conviction, or disciplinary order. Customer is not required to report any investigations that do not constitute public information under local, state, or federal securities laws, rules, or regulations.

15.2 Customer represents and warrants that the information it submits in its .pharmacy application and in any other document submitted in connection with its .pharmacy application or domain is complete, accurate, and truthful to the best of Customer's knowledge. Customer further represents that the person or entity submitting the application for the .pharmacy domain and all documents in connection with the .pharmacy application or domain is fully authorized to submit the application and bind Customer to the T&C.

15.2.1 NABP and Customer further represent and warrant that they are duly organized, validly existing, and in good standing under the laws of their respective jurisdictions of organization, they have full corporate power to conduct their respective business and perform all of their respective obligations under the T&C, and they are operating in compliance with all applicable laws, rules, and regulations, and ICANN requirements.

15.2.2 NABP DISCLAIMS ALL WARRANTIES AND GUARANTEES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

15.3 The T&C are not assignable by Customer without the prior written consent of NABP.

15.4 The headings contained in the T&C are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

15.5 The failure of NABP to exercise any of its rights regarding a breach of these T&C shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

15.6 The T&C constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporaneous oral and written negotiations, commitments, and understandings of the parties with respect to the same subject matter.

15.7 The validity, interpretation, and performance of the T&C shall be controlled and construed under the laws of the state of Illinois, United States of America without reference to any conflict of laws principles. The state courts located in Cook County, IL, United States of America shall have jurisdiction over any dispute regarding the T&C or in connection with the NABP .pharmacyTLD Program. All provisions contained in the T&C shall extend to and are binding on Customer and its respective successors and assigns. Customer expressly waives all objection to the choice of law or personal jurisdiction of these courts and shall not contest the choice of law or venue chosen for the hearing of the case.

15.8 Provisions 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the T&C shall survive the termination of the T&C or any termination or deletion of the .pharmacy domain name.

15.9 Any act or omission of any of the affiliates of the Customer that is contrary to the T&C shall be deemed the act or omission of the Customer.

15.10 The provisions of the T&C are severable. If any provision is determined by a court of competent jurisdiction or a governmental regulatory entity to be invalid or unenforceable, in whole or in part, that provision shall be construed or limited in such a way as to make it enforceable and consistent with the manifest intentions of the Parties. If such construction or limitation is impossible, the unenforceable provision will be stricken, and the remaining provisions of the T&C will remain valid and enforceable.

15.11 NABP retains all rights, immunities, and protections that are available to it under applicable law.

15.12 NABP cannot and will not guarantee that Applicant's .pharmacy domain application will be approved, and Applicant acknowledges the same by submitting its .pharmacy domain application.

15.13 Customer hereby agrees that NABP may send all notices, communications, and notifications under the T&C to the contact e-mail account provided by Customer in its .pharmacy application. Customer agrees to maintain the valid operation of and regularly check this e-mail account for purpose of receiving such notices and complying with the T&C.

15.14 No formal or informal hearing, whether in-person, in writing or otherwise, is permitted under the T&C.

15.15 The T&C constitutes the entire agreement between the Parties relating to this .pharmacy domain application, or any acquisition or use of a .pharmacy domain in connection with this application, and supersedes all prior and contemporaneous oral and written negotiations, commitments, and understandings of the Parties with respect to this application.

By submitting this application or acquiring a .pharmacy domain name, Customer hereby authorizes release of any and all information from regulatory agencies to NABP and its contractors for the purpose of verifying information regarding the Customer and/or evaluating any noncompliance with the T&C, applicable laws, or disciplinary actions involving any person or entity associated with the Customer or its affiliates in the practice of pharmacy, wholesale drug distribution, pharmaceutical manufacturing, or the provision of pharmacy-related services or products. Customer further authorizes NABP to release to regulatory agencies information NABP receives or obtains related to Customer, or when such information leads NABP to believe in good faith that the Customer or its staff are engaging in or engaged in conduct that violates state, federal, national, or regional laws or regulations.

By submitting this application or acquiring a .pharmacy domain name, Customer hereby accepts and agrees to be bound by the T&C without modification except as provided in section 2.

Exhibit 12.13

Exhibit 12.13

Program Standards

The .pharmacy TLD will be available to pharmacies and other entities offering prescription drugs or prescription drug-related products, services, or information via the Internet, subject to their completion of the registrant application and approval process to establish compliance with all applicable laws and .pharmacy program standards.

The application and approval process includes vetting by NABP prior to registration to ensure that they meet all applicable regulatory standards, including those addressing pharmacy licensure and valid prescription requirements. Eligible registrants will demonstrate good standing and compliance with the laws of the jurisdiction in which they are based, as well as in all jurisdictions in which they conduct business, including without limitation dispensing or shipping prescription medications in or to a jurisdiction.

The core standards that must be met to be eligible to register a .pharmacy domain name follow:

1. **Licensure.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must possess all necessary licenses, registrations, or permits to practice in all required jurisdictions. This includes not only the jurisdiction where the entity is located, but also any jurisdiction where its patients or customers reside. All such licenses, registrations, or permits must be in good standing.
2. **Prior discipline.** An applicant, as well as any community members to which the applicant site links or with which it is affiliated, must not have been subject to significant recent and/or repeated disciplinary sanctions.
3. **Location.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must be domiciled in the US or in a country with a .pharmacy National Standard Setting Committee.
4. **Validity of prescription.** A pharmacy shall dispense or offer to dispense prescription drugs only upon receipt of a valid prescription, as defined by the applicable jurisdictions. A valid prescription is one issued pursuant to a legitimate patient-prescriber relationship, as defined by the applicable jurisdictions.
5. **Legal compliance.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must comply with all provisions of jurisdictional law, including laws addressing regulatory agency approval of prescription medication.
6. **Privacy.** If the applicant website, or any site to which the applicant site links or with which it is affiliated, maintains or transmits patient health information, the information must be maintained or transmitted in accordance with jurisdictional patient information privacy and security laws, including those addressing notice to patients regarding privacy and security of such information.

7. **Patient services.** An applicant pharmacy, medical or veterinary practice, medical or veterinary practitioner, or any such practice or practitioner to which the applicant site links or with which it is affiliated, must provide on the website an accurate street address of the dispensing pharmacy, medical practice, medical practitioner, or corporate headquarters. The applicant pharmacy, medical practice, medical practitioner, or any such practice or practitioner to which the applicant site links or with which it is affiliated, must provide on the website an accurate, readily accessible and responsive phone number or secure mechanism via the website, allowing patients to contact or consult with a pharmacist or medical practitioner regarding complaints or concerns or in the event of a possible adverse event involving their medication.
8. **Website transparency.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must not engage in practices or extend offers on its website that may deceive or defraud patients as to any material detail regarding the practice, its staff, prescription drugs, or financial transactions.
9. **Domain name registration.** The domain name registration information of the applicant website, or of any community member it promotes, must be accurate, and the domain name registrant must have a logical nexus to the dispensing pharmacy, medical or veterinary practice, or medical or veterinary practitioner. Applicant websites utilizing anonymous domain name registration services will not be eligible for approval.
10. **Affiliated websites.** The applicant website, any community member it promotes, its staff, domain name registrants, and any person or entity that exercises control over, or participates in the applicant business, must not be affiliated with or control any other website that violates these standards.

All .pharmacy registrants must meet these core standards. Registration within the .pharmacy gTLD is open to eligible entities in any country, subject to verification of compliance with .pharmacy standards. Additional jurisdiction-specific standards may apply to registrants based in or serving customers in other jurisdictions.

Exhibit 12.14

Exhibit 12.14

Registrant Eligibility

The following types of businesses are eligible to apply for approval to register a .pharmacy domain name.

- Pharmacies
- Pharmacy Benefit Managers
- Prescription Drug Information and Pharmacy Referral Sites
- Prescription Drug Related Patient Advocacy and Consumer Education Sites
- Medical Professionals' Offices
- Schools or Colleges of Pharmacy
- Continuing Pharmacy Education Providers
- Wholesale Drug Distributors
- Pharmaceutical Manufacturers

Exhibit 12.15

Exhibit 12.15

Authorized Usage Policy

This Authorized Usage Policy (AUP) governs how a registrant may use its registered domain name(s).

All .pharmacy domain names must be used to serve the needs of the .pharmacy TLD community and must continue to meet program standards for as long as they are held by the registrant.

Registrants are not permitted to prevent/block NABP access (virtual or physical) to their location(s).

By registering a name in this TLD, the registrant agrees to be bound by the terms of this AUP.

Registrants may not:

1. Use domain names for any purposes that are prohibited by the laws of the jurisdiction(s) in which registrant does business, or any other applicable law in which its customers reside.
2. Use domain names for any purposes or in any manner that violates a statute, rule, or law governing use of the Internet and⁄or electronic commerce (specifically including, but not limited to, "phishing," "pharming," distributing malware, fast-flux hosting, botnet command and control and other destructive activities).
3. Use a domain name for the promotion of excessive, risky or inappropriate use of medication.
4. Use domain names for the following types of activity:
    i. Violation of the privacy or publicity rights of another member of the pharmacy community or any other person or entity, or breach of any duty of confidentiality that registrant owes to another member of the .pharmacy gTLD community, or any other person or entity;
    ii. Promotion of or engagement in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
    iii. Promotion of or engagement in defamatory, harassing, abusive, or otherwise objectionable behavior;
    iv. Promotion of or engagement in child pornography or the exploitation of children;
    v. Promotion of or engagement in any spam or other unsolicited bulk e-mail, or computer or network hacking or cracking;
    vi. Infringement on the intellectual property rights of another member of the .pharmacy gTLD community, or any other person or entity;

vii. Engagement in activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;
viii. Interference with the operation of the .pharmacy gTLD or services offered by NABP;
ix. Installation of any viruses, worms, bugs, Trojan horses, or other code, files, or programs designed to, or capable of, disrupting, damaging, or limiting the functionality of any software or hardware; or distributing false or deceptive language, or unsubstantiated or comparative claims, regarding NABP;
x. Registration of .pharmacy domain names for the purpose of reselling or transferring those domain names.

Exhibit 12.16

Exhibit 12.16

.pharmacy gTLD LAUNCH PLAN

Introduction

This plan has been developed to describe the launch of the .pharmacy Top-Level Domain (TLD) by the National Association of Boards of Pharmacy® ("Registry Operator"). The Launch Plan is designed such that it facilitates a fair, orderly and equitable introduction for the TLD, while granting priority to certain rights holders as directed by ICANN policies. The launch will consist of a number of different periods. Specific information and requirements for those wishing to participate in the launch of the TLD are detailed in relation to each of those periods.

This plan involves persons or entities submitting an Application via the .pharmacy domain name online program application. The Application data will be submitted to the Registry Operator for evaluation in accordance with ICANN's Public Interest Commitment specifications and .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

The manner in which Applications will be processed and evaluated, and names allocated, will be consistent throughout all phases of the .pharmacy launch.

Rules and General Procedures

I. Application Procedures and Requirements

A. Domain Names can only be registered through a Registrar who has signed a Registry -Registrar Agreement with Registry Operator; the Registrar is in good standing with the Registry Operator and has agreed to participate in the .pharmacy launch.

B. The Registry Operator will allow the creation of Domain Name Registrations only under the following conditions:

1. The domain name is available and is not reserved, blocked or allocated to Registry Operator. Reserved names may be made available upon request of potential applicants and will be subject to premium pricing.

2. The Applicant has furnished all necessary data to Registry Operator in its online Application in order for the Registry Operator to verify that the Applicant meets all applicable .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy. Registry Operator reserves the right to deny registration in all phases of registration to entities that do not meet the .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

C. Blocked, Reserved, and Premium names

1. Blocked Names are excluded from registration either temporarily (in the case of the list of .pharmacy names blocked due to name collision issue) or permanently (in the case of inappropriate names for .pharmacy as decided by the Registry Operator and those mandated by ICANN).

2. Reserved Names are only available at the discretion of the Registry Operator if the eligibility requirements are met and will be available to potential registrants during all phases of the .pharmacy launch.

3. Name Registrations will be sold using tiered pricing;

   "Standard Names" have an Annual Registration Fee of $750.

   "Premium Bronze Names" have an Annual Registration Fee of $2500

   "Premium Silver Names" have an Annual Registration Fee of $10,000

   "Premium Gold Names" are Reserved Names and will be sold at variable market prices. These most highly sought after "Premium Gold" names will have the same Annual Registration Fee as their initial Registration Fee.

The tiers and prices will remain consistent across all phases of the .pharmacy TLD, with the exception of the Members Limited Registration Period.

II. Syntax Requirements for ASCII Domain Names:

A. the domain name may only contain letters A-Z (case insensitive), the numbers 0-9, and hyphens

B. the domain name cannot begin or end with a hyphen ("-")

C. the domain name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions, except when preceded by "xn" and followed by a string that corresponds with an IDN string

D. underline characters are not allowed

E. the domain name cannot exceed 63 characters (excluding the TLD)

F. the domain name must have a minimum length of three characters

G. the domain name cannot consist of two characters according to ICANN Policy; however .pharmacy may apply to ICANN for the use of two-character domains in the near future.

III. Internationalized Domain Names in .pharmacy

Internationalized Domain Names or “IDNs” are available in Spanish characters only for the near future. Spanish language IDNs are the only available IDNs for the foreseeable future. Other languages may be added at a later date depending upon demand.

IV. Pre-Launch Period

Prior to any launch period, the Registry Operator will reserve and make unavailable to applicants those Domain Names specified by ICANN, or by the Registry Operator, in accordance with the Registry Agreement. Some of these names will be used for promotion of .pharmacy and will be entered into the zone on or after December 4, 2014.

.pharmacy Launch Phases

November 17, 2014 – Announcement

Announcement of Trademark Clearinghouse (TMCH) Sunrise Registration Period beginning on January 15, 2014

November 18, 2014 – Submission of NABP member board of pharmacy domain name requests begins

In preparation for the .pharmacy Qualified Launch Program (QLP), NABP will allow its member boards of pharmacy to request specific .pharmacy domain names beginning on November 18, 2014.

December 4, 2014 to December 16, 2014 – NABP Members' Limited Registration Period (Qualified Launch Program or QLP)

During the .pharmacy QLP, NABP member boards of pharmacy, which are all governmental entities, will be allowed to register a name in accordance with ICANN's QLP Addendum. These entities will be allocated names at zero wholesale cost. Length of registration will be five years.

December 19, 2014 to January 19, 2015 – Pre-Sunrise Application Period

This period allows for the receipt of Applications for verification of .pharmacy Registrant Eligibility Standards and compliance with the .pharmacy Authorized Usage Policy.

January 15, 2015 to March 16, 2015 – TMCH Sunrise Registration Period

This 60-day End-Date Sunrise Period allows TMCH qualified trademark holders the ability to secure their trademarks in the TLD before registration by those who chose not to participate in the TMCH. The TLD Sunrise policies are designed to enable fair competition among registrants. The single phase End-Date Sunrise process will be executed by the Registry Operator in accordance with the plan and policy set forth in this document.

The Sunrise process described in this document is derived from the framework referenced in the Registry Agreement with ICANN. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at http://newgtlds.icann.org/en/about/trademark-clearinghouse. The Registry Operator's role is to verify that the information provided by an Applicant matches the information that is contained in the TMCH. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse.

The Applicant first provides information required by the TMCH to obtain the Signed Mark Data (SMD) File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then issues a SMD File to applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application, which will be subject to verification according to .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy.

Disputes regarding the validity of a SMD File are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined in http://trademark-clearinghouse.com/dispute prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in a SMD File or a Sunrise Application, NABP will disqualify the Sunrise Application. In the event that fraud is detected after the Sunrise Period, Registry Operator may delete the applicable domain or domains.

During the Sunrise Period, trademark holders may apply to register their chosen domain names, provided that the term applied for is in the Trademark Clearinghouse (TMCH).

The Sunrise Dispute Resolution Policy is provided in the next section.

February 17, 2015 – NABP Programs Application Period begins

During this phase, NABP VIPPS accredited, NABP Vet-VIPPS accredited, and NABP e-advertiser approved pharmacies may request the allocation of specific names and verification of eligibility for those names.

March 17, 2015 to April 1, 2015 – NABP Programs Limited Registration Period

During this phase NABP VIPPS, NABP Vet-VIPPS and NABP e-advertiser dispensing pharmacies will be able to register their requested names.

April 1, 2015 to April 30, 2015 – Dispensing Pharmacies Application Period

The .pharmacy Supporters Advisory Committee has recommended a "slow-start" allocation mechanism whereby only NABP program approved pharmacies and dispensing pharmacies will be allocated .pharmacy names in the initial phases of the .pharmacy launch. Per the .pharmacy governance document, the Registry Operator will follow this advice. This phase allows for those dispensing pharmacies to apply for and be evaluated for eligibility to register a .pharmacy name.

April 30, 2015 to June 2, 2015 – Dispensing Pharmacies Limited Registration Period

This period allows for the processing of Applications from the Dispensing Pharmacies Limited Registration period and will be immediately followed by General Availability.

June 2, 2015 – General Availability Period

The General Availability Period follows all Sunrise and Limited Registration Periods. This is an open registration period offered to the .pharmacy community on a "first come, first served" basis, provided they meet .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

During the first 90 days of General Availability the 90-Day Trademark Claims Period is in effect. During the Trademark Claims period, anyone attempting to register a domain name matching a mark that is recorded in the Trademark Clearinghouse will receive a notification displaying the relevant mark information. If the notified party registers the domain name, the Trademark Clearinghouse will send a notice to those trademark holders with matching Trademark Records in the Trademark Clearinghouse, informing them that someone has registered the domain name.

NABP is unique amongst new TLDs in that the Registry Operator is committed to the protection of intellectual property.

.Pharmacy Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into .pharmacy Terms and Conditions. This SDRP is effective as of December 1, 2014. An SDRP Complaint may be filed against a domain name registered during the .pharmacy TLD Sunrise Period, until June 1, 2015. The Provider for SDRP disputes is the National Arbitration Forum (http://domains.adrforum.com).

1. Purpose

Domain names in the .pharmacy TLD ("the TLD") can be applied for by third parties at www.dotpharmacy.net. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been approved to be registered in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD. Complainant and registrant under this SDRP are, individually, a "Party" or, collectively, "Parties."

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a Complaint that the Sunrise Registration was improper under the following criteria.

Improper Sunrise Registration-Trademarks[1]

A Complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry's SDRP criteria. The Complaint must prove one or more of the following elements:

i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
ii. the domain name is not identical to the mark on which the registrant based its Sunrise Registration;[2]
iii. the trademark registration on which the registrant based its Sunrise Registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
iv. the trademark registration on which the domain name registrant based its Sunrise Registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the Sunrise Period.

[2] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .pharmacy TLD shall be brought before June 2, 2015.

3. Evidence and Defenses

a. Evidence

Panelists will review information submitted by the Registry, the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the Sunrise Registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the Sunrise Registration was applied for and, thus, the registration would have been granted.

4. Remedy

The remedy available to a complainant for a proceeding under this SDRP shall be limited to:

Improper Sunrise Registration - Trademarks

If the Panelist finds that the domain name was improperly registered during the Sunrise Period pursuant to this SDRP, the sole remedy for a Complaint filed under this SDRP shall be cancellation of registrant's rights in the domain registration. If registrant has not provided Registry with official documentation of a lawsuit asserting its claimed rights in the registered domain within ten business days after the date that Registry receives notification that the Panelist has found in favor of the Complainant, Registry shall cancel registrant's rights in the domain registration that was the subject of the SDRP and place the domain on a 30 day-hold ("Hold Period"). The Hold Period prevents the registrant and other parties from registering the domain and permits the Complainant to submit a complete Application and the required payment to request acquisition of the domain that was the subject of the SDRP.

Following a Panelist finding in its favor under this SDRP, if the Complainant does not timely apply for the domain as described in this SDRP, or the Registry does not approve Complainant to register the domain that was the subject of the SDRP, the registrant whose rights in the domain were canceled under the SDRP may re-apply for the domain if it is available, registrant has corrected all bases for the Panelist decision, and if registrant did not and does engage in bad faith or fraud in connection with such domain. If registrant re-applies for the domain as described herein, it must re-apply within twelve (12) months of the date of submission of registrant's initial Application in order for Registry to waive any application or re-application fee for the domain. .

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the Complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum. If there is a conflict between the terms of this SDRP and the Rules, the terms of this SDRP shall prevail. If there is a conflict between the terms of this SDRP and the Terms and Conditions, the terms of the Terms and Conditions shall prevail.

Complainant agrees that by availing itself of this SDRP and filing a Complaint, Complainant shall abide by all decisions made by the Panelist and shall comply with all of the terms and conditions in this SDRP and the Rules.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist, but Registry may submit information, and Panelist will consider such information, as part of its decision-making process under the SDRP and Rules. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist or the Forum. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[3] Registry will also prevent registrant and other parties from registering the domain name at issue until a decision is reached and as described herein. The contact details of the holder of a registered domain name in the TLD, against which a Complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the Complaint or show other cause why the remedy requested in the Complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the Complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the Complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

d. Decisions

(i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;

(ii) the decision shall state whether registrant's rights in a registered domain name in the TLD are to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry[4] will wait ten (10) business days after communication of the decision before implementing that decision as described herein, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name. Parties further warrant that they shall comply with the terms of this SDRP and Rules, all applicable Internet Corporation for Assigned Names and Numbers ("ICANN") requirements and jurisdictional laws and rules, and, as applicable, the Registry Terms and Conditions.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless

The Parties to the SDRP shall hold the registrar, the Registry, the Forum, and the Panelist harmless from all claims arising from operation of the SDRP or Rules. Neither Party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial administrative, or other legal proceeding relating to the dispute or the administration of the SDRP or Rules. The Parties to the SDRP shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any and all claims arising from the operation or conduct or result of a proceeding under this SDRP. The registrar, the Registry, Forum, the Panelist and their respective employees,

[4] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

contractors, agents and service providers shall not be liable to a Party, or any third party, for any act or omission in connection with any proceeding under this SDRP or the Rules. The Complainant shall be directly and solely liable to the registrant in the event the Complaint is granted in circumstances where the registrant is lawfully entitled to registration or use of the registered domain name(s) in the TLD.

8. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either Party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

9. Appeal

Neither Party may appeal a Panel's or Panelist's findings or decision under this SDRP.

10. SDRP and Rules Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Forum or in accordance with applicable ICANN requirements. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective,[5] unless modified ICANN requirements do not permit 30 calendar days' notice prior to the modified SDRP becoming effective or this SDRP has already been invoked by the submission of a Complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration. If ICANN modifies the Rules, ICANN determines the notice and compliance requirements, if applicable.

[5] Typographical errors may be corrected without notice.

The Registry Operator's Rights regarding Sunrise Applications

The Registry Operator shall be entitled to deny a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration at its sole discretion:

a) To enforce Registry Operator's .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy or ICANN Requirements, each as may be amended from time to time;

b) If the Application is not accompanied by complete and accurate information or, where required, Application or registration information is not updated or corrected, as required by ICANN Requirements or Registry Operator's .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy regarding verification;

c) To protect the integrity and stability of the management or operation of the Registry Operator;

d) To comply with applicable laws, regulations, policies or any order or decision by a competent court , legal tribunal, or administrative authority, or any dispute resolution service provider that the Registry Operator may engage or ICANN approves to oversee the arbitration and mediation of disputes;

e) To establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any actual or potential civil or criminal liability or damage to the Registry Operator or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, or stockholders;

f) To correct mistakes made by the Registry Operator or any Registrar in connection with a Sunrise Registration;

g) If the Registry Operator receives notice that the SMD File is under dispute; or

h) As otherwise provided in the Terms and Conditions, .pharmacy Authorized Usage Policy, Registrar terms and conditions, or Registry-Registrar Agreement.

Transfer Policy

Registrants may transfer their names from one .pharmacy Registrar to another with Registry Operator's approval and according to ICANN policies. Transfer of .pharmacy names from an entity who has received approval to register names in .pharmacy, to an entity who has not received such approval is strictly forbidden. Such transfer may result in cancellation/revocation/suspension of domain and forfeiture of any and all fees paid to Registry Operator or Registrar. The purpose of this policy is to ensure that all registrants meet .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

Exhibit 12.17

Exhibit 12.17

Standards/Policies

A global coalition of stakeholders, including FIP and NABP, has developed standards and policies to govern the .pharmacy TLD program. These standards and policies were developed to ensure that those sites with a .pharmacy domain name are safe and legal. Specifically, the stakeholders and NABP recognize the ongoing and critical need for patients' medications to be managed by a licensed pharmacist, and for their medications to be appropriately sourced in accordance with applicable standards of care.

Program Standards (http://www.safe.pharmacy/standards-and-policies/program-standards)

Registrant Eligibility (http://www.safe.pharmacy/standards-and-policies/registrant-eligibility)

Authorized Usage Policy (http://www.safe.pharmacy/standards-and-policies/authorized-usage-policy)

Refund Policy (http://www.safe.pharmacy/standards-and-policies/refund-policy)

Terms and Conditions (http://www.safe.pharmacy/standards-policies/terms-and-conditions)

.pharmacy Sunrise Dispute Resolution Policy (/system/rich/rich_files/rich_files/000/000/049/original/-pharmacysdrp-secure.pdf) (PDF)

Exhibit 12.18

.pharmacy Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into .pharmacy Terms and Conditions. This SDRP is effective as of December 1, 2014. An SDRP Complaint may be filed against a domain name registered during the .pharmacy TLD sunrise period, until June 1, 2015. The Provider for SDRP disputes is the National Arbitration Forum (http://domains.adrforum.com).

1. Purpose

Domain names in the .pharmacy TLD ("the TLD") can be applied for by third parties at www.dotpharmacy.net. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been approved to be registered in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD. Complainant and registrant under this SDRP are, individually, a "Party" or, collectively, "Parties."

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a Complaint that the Sunrise Registration was improper under the following criteria.

Improper Sunrise Registration-Trademarks[1]

A Complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry's SDRP criteria. The Complaint must prove one or more of the following elements:

i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration;[2]

[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the sunrise period.

iii. the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
iv. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

SDRP Effective Dates

Any SDRP claim brought under this Policy for domain names registered in the .pharmacyTLD shall be brought before June 2, 2015.

3. Evidence and Defenses

a. Evidence

Panelists will review information submitted by the Registry, the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

4. Remedy

The remedy available to a complainant for a proceeding under this SDRP shall be limited to:

Improper Sunrise Registration – Trademarks

If the Panelist finds that the domain name was improperly registered during the Sunrise period pursuant to this SDRP, the sole remedy for a Complaint filed under this SDRP shall be cancellation of registrant's rights in the domain registration. If registrant has not provided Registry with official documentation of a lawsuit asserting its claimed rights in the registered domain within ten business days after the date that Registry receives notification that the Panelist has found in favor of the Complainant, Registry shall cancel registrant's rights in the domain registration that was the subject of the SDRP and place the domain on a 30 day-hold ("Hold Period"). The Hold Period prevents the registrant and other parties from registering the domain and permits the Complainant to submit a complete application and the required payment to request acquisition of the domain that was the subject of the SDRP.

[2] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

Following a Panelist finding in its favor under this SDRP, if the Complainant does not timely apply for the domain as described in this SDRP, or the Registry does not approve Complainant to register the domain that was the subject of the SDRP, the registrant whose rights in the domain were canceled under the SDRP may re-apply for the domain if it is available, registrant has corrected all bases for the Panelist decision, and if registrant did not and does engage in bad faith or fraud in connection with such domain. If registrant re-applies for the domain as described herein, it must re-apply within twelve (12) months of the date of submission of registrant's initial application in order for Registry to waive any application or re-application fee for the domain. .

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the Complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum. If there is a conflict between the terms of this SDRP and the Rules, the terms of this SDRP shall prevail. If there is a conflict between the terms of this SDRP and the Terms and Conditions, the terms of the Terms and Conditions shall prevail.

Complainant agrees that by availing itself of this SDRP and filing a Complaint, Complainant shall abide by all decisions made by the Panelist and shall comply with all of the terms and conditions in this SDRP and the Rules.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist, but Registry may submit information, and Panelist will consider such information, as part of its decision-making process under the SDRP and Rules. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist or the Forum. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[3] Registry will also prevent registrant and other parties from registering the domain name at issue until a decision is reached and as described herein. The contact details of the holder of a registered domain name in the TLD, against which a Complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the Complaint or show other cause why the remedy requested in the Complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the Complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the Complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

d. Decisions

(i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;

(ii) the decision shall state whether registrant's rights in a registered domain name in the TLD are to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry[4] will wait ten (10) business days after communication of the decision before implementing that decision as described herein, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name. Parties further warrant that they shall comply with the terms of this SDRP and Rules, all applicable Internet Corporation for Assigned Names and Numbers ("ICANN") requirements and jurisdictional laws and rules, and, as applicable, the Registry Terms and Conditions.

[4] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless

The Parties to the SDRP shall hold the registrar, the Registry, the Forum, and the Panelist harmless from all claims arising from operation of the SDRP or Rules. Neither Party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial administrative, or other legal proceeding relating to the dispute or the administration of the SDRP or Rules. The Parties to the SDRP shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any and all claims arising from the operation or conduct or result of a proceeding under this SDRP. The registrar, the Registry, Forum, the Panelist and their respective employees, contractors, agents and service providers shall not be liable to a Party, or any third party, for any act or omission in connection with any proceeding under this SDRP or the Rules. The Complainant shall be directly and solely liable to the registrant in the event the Complaint is granted in circumstances where the registrant is lawfully entitled to registration or use of the registered domain name(s) in the TLD.

8. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either Party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

9. Appeal

Neither Party may appeal a Panel's or Panelist's findings or decision under this SDRP.

10. SDRP and Rules Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Forum or in accordance with applicable ICANN requirements. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective,[5] unless modified ICANN requirements do not permit 30 calendar days' notice prior to the modified SDRP becoming effective or this SDRP has already been invoked by the submission of a Complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that

[5] Typographical errors may be corrected without notice.

registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration. If ICANN modifies the Rules, ICANN determines the notice and compliance requirements, if applicable.

Exhibit 12.19

Exhibit 12.19

Refund Policy

Customer agrees that there are no refunds of the application fee or the registration fee, except if the .pharmacy domain applied for has been approved by NABP for a different applicant. Such refund will be made in the same manner that the fee was paid to NABP.

Exhibit 12.20

Exhibit 12.20

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and National Association of Boards of Pharmacy, a Kentucky non-profit institution ("Registry Operator").

ARTICLE 1.

DELEGATION AND OPERATION OF TOP–LEVEL DOMAIN; REPRESENTATIONS AND WARRANTIES

1.1 Domain and Designation. The Top-Level Domain to which this Agreement applies is **.pharmacy** (the "TLD"). Upon the Effective Date and until the earlier of the expiration of the Term (as defined in Section 4.1) or the termination of this Agreement pursuant to Article 4, ICANN designates Registry Operator as the registry operator for the TLD, subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone.

1.2 Technical Feasibility of String. While ICANN has encouraged and will continue to encourage universal acceptance of all top-level domain strings across the Internet, certain top-level domain strings may encounter difficulty in acceptance by ISPs and webhosters and/or validation by web applications. Registry Operator shall be responsible for ensuring to its satisfaction the technical feasibility of the TLD string prior to entering into this Agreement.

1.3 Representations and Warranties.

(a) Registry Operator represents and warrants to ICANN as follows:

(i) all material information provided and statements made in the registry TLD application, and statements made in writing during the negotiation of this Agreement, were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date except as otherwise previously disclosed in writing by Registry Operator to ICANN;

(ii) Registry Operator is duly organized, validly existing and in good standing under the laws of the jurisdiction set forth in the preamble hereto, and Registry Operator has all requisite power and authority and has obtained all necessary approvals to enter into and duly execute and deliver this Agreement; and

(iii) Registry Operator has delivered to ICANN a duly executed instrument that secures the funds required to perform registry functions for the TLD in the event of the termination or expiration of this Agreement (the "Continued Operations Instrument"), and such instrument is a binding

obligation of the parties thereto, enforceable against the parties thereto in accordance with its terms.

(b) ICANN represents and warrants to Registry Operator that ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, United States of America. ICANN has all requisite power and authority and has obtained all necessary corporate approvals to enter into and duly execute and deliver this Agreement.

ARTICLE 2.

COVENANTS OF REGISTRY OPERATOR

Registry Operator covenants and agrees with ICANN as follows:

2.1 Approved Services; Additional Services. Registry Operator shall be entitled to provide the Registry Services described in clauses (a) and (b) of the first paragraph of Section 2.1 in the Specification 6 attached hereto ("Specification 6") and such other Registry Services set forth on Exhibit A (collectively, the "Approved Services"). If Registry Operator desires to provide any Registry Service that is not an Approved Service or is a material modification to an Approved Service (each, an "Additional Service"), Registry Operator shall submit a request for approval of such Additional Service pursuant to the Registry Services Evaluation Policy at http://www.icann.org/en/registries/rsep/rsep.html, as such policy may be amended from time to time in accordance with the bylaws of ICANN (as amended from time to time, the "ICANN Bylaws") applicable to Consensus Policies (the "RSEP"). Registry Operator may offer Additional Services only with the written approval of ICANN, and, upon any such approval, such Additional Services shall be deemed Registry Services under this Agreement. In its reasonable discretion, ICANN may require an amendment to this Agreement reflecting the provision of any Additional Service which is approved pursuant to the RSEP, which amendment shall be in a form reasonably acceptable to the parties.

2.2 Compliance with Consensus Policies and Temporary Policies. Registry Operator shall comply with and implement all Consensus Policies and Temporary Policies found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with the ICANN Bylaws, provided such future Consensus Polices and Temporary Policies are adopted in accordance with the procedure and relate to those topics and subject to those limitations set forth in Specification 1 attached hereto ("Specification 1").

2.3 Data Escrow. Registry Operator shall comply with the registry data escrow procedures set forth in Specification 2 attached hereto ("Specification 2").

2.4 Monthly Reporting. Within twenty (20) calendar days following the end of each calendar month, Registry Operator shall deliver to ICANN reports in the format set forth in Specification 3 attached hereto ("Specification 3").

2.5 Publication of Registration Data. Registry Operator shall provide public access to registration data in accordance with Specification 4 attached hereto ("Specification 4").

2.6 Reserved Names. Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall comply with the requirements set forth in Specification 5 attached hereto ("Specification 5"). Registry Operator may at any time establish or modify policies concerning Registry Operator's ability to reserve (i.e., withhold from registration or allocate to Registry Operator, but not register to third parties, delegate, use, activate in the DNS or otherwise make available) or block additional character strings within the TLD at its discretion. Except as specified in Specification 5, if Registry Operator is the registrant for any domain names in the registry TLD, such registrations must be through an ICANN accredited registrar, and will be considered Transactions (as defined in Section 6.1) for purposes of calculating the Registry-level transaction fee to be paid to ICANN by Registry Operator pursuant to Section 6.1.

2.7 Registry Interoperability and Continuity. Registry Operator shall comply with the Registry Interoperability and Continuity Specifications as set forth in Specification 6 attached hereto ("Specification 6").

2.8 Protection of Legal Rights of Third Parties. Registry Operator must specify, and comply with, the processes and procedures for launch of the TLD and initial registration-related and ongoing protection of the legal rights of third parties as set forth Specification 7 attached hereto ("Specification 7"). Registry Operator may, at its election, implement additional protections of the legal rights of third parties. Any changes or modifications to the process and procedures required by Specification 7 following the Effective Date must be approved in advance by ICANN in writing. Registry Operator must comply with all remedies imposed by ICANN pursuant to Section 2 of Specification 7, subject to Registry Operator's right to challenge such remedies as set forth in the applicable procedure described therein. Registry Operator shall take reasonable steps to investigate and respond to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the TLD. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law.

2.9 Registrars.

(a) All domain name registrations in the TLD must be registered through an ICANN accredited registrar; provided, that Registry Operator need not use a registrar if it registers names in its own name in order to withhold such names from delegation or use in accordance with Section 2.6. Subject to the requirements of Specification 11, Registry Operator must provide non-discriminatory access to Registry Services to all ICANN accredited registrars that enter into and are in compliance with the registry-registrar agreement for the TLD; provided that Registry Operator may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD. Registry Operator must use a uniform non-discriminatory

agreement with all registrars authorized to register names in the TLD (the "Registry-Registrar Agreement"). Registry Operator may amend the Registry-Registrar Agreement from time to time; provided, however, that any material revisions thereto must be approved by ICANN before any such revisions become effective and binding on any registrar. Registry Operator will provide ICANN and all registrars authorized to register names in the TLD at least fifteen (15) calendar days written notice of any revisions to the Registry-Registrar Agreement before any such revisions become effective and binding on any registrar. During such period, ICANN will determine whether such proposed revisions are immaterial, potentially material or material in nature. If ICANN has not provided Registry Operator with notice of its determination within such fifteen (15) calendar-day period, ICANN shall be deemed to have determined that such proposed revisions are immaterial in nature. If ICANN determines, or is deemed to have determined under this Section 2.9(a), that such revisions are immaterial, then Registry Operator may adopt and implement such revisions. If ICANN determines such revisions are either material or potentially material, ICANN will thereafter follow its procedure regarding review and approval of changes to Registry-Registrar Agreements at <http://www.icann.org/en/resources/registries/rra-amendment-procedure>, and such revisions may not be adopted and implemented until approved by ICANN.

(b) If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will treat such contract or related documents that are appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15 (except that ICANN may disclose such contract and related documents to relevant competition authorities). ICANN reserves the right, but not the obligation, to refer any such contract, related documents, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, related documents, transaction or other arrangement might raise significant competition issues under applicable law. If feasible and appropriate under the circumstances, ICANN will give Registry Operator advance notice prior to making any such referral to a competition authority.

(c) For the purposes of this Agreement: (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, 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 or entity, 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.

2.10 Pricing for Registry Services.

(a) With respect to initial domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying or other programs which had the effect of reducing the price charged to registrars, unless such refunds, rebates, discounts, product tying or other programs are of a limited duration that is clearly and conspicuously disclosed to the registrar when offered) of no less than thirty (30) calendar days. Registry Operator shall offer registrars the option to obtain initial domain name registrations for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(b) With respect to renewal of domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying, Qualified Marketing Programs or other programs which had the effect of reducing the price charged to registrars) of no less than one hundred eighty (180) calendar days. Notwithstanding the foregoing sentence, with respect to renewal of domain name registrations: (i) Registry Operator need only provide thirty (30) calendar days notice of any price increase if the resulting price is less than or equal to (A) for the period beginning on the Effective Date and ending twelve (12) months following the Effective Date, the initial price charged for registrations in the TLD, or (B) for subsequent periods, a price for which Registry Operator provided a notice pursuant to the first sentence of this Section 2.10(b) within the twelve (12) month period preceding the effective date of the proposed price increase; and (ii) Registry Operator need not provide notice of any price increase for the imposition of the Variable Registry-Level Fee set forth in Section 6.3. Registry Operator shall offer registrars the option to obtain domain name registration renewals at the current price (i.e., the price in place prior to any noticed increase) for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(c) In addition, Registry Operator must have uniform pricing for renewals of domain name registrations ("Renewal Pricing"). For the purposes of determining Renewal Pricing, the price for each domain registration renewal must be identical to the price of all other domain name registration renewals in place at the time of such renewal, and such price must take into account universal application of any refunds, rebates, discounts, product tying or other programs in place at the time of renewal. The foregoing requirements of this Section 2.10(c) shall not apply for (i) purposes of determining Renewal Pricing if the registrar has provided Registry Operator with documentation that demonstrates that the applicable registrant expressly agreed in its registration agreement with registrar to higher Renewal Pricing at the time of the initial registration of the domain name following clear and conspicuous disclosure of such Renewal Pricing to such registrant, and (ii) discounted Renewal Pricing pursuant to a Qualified Marketing Program (as defined below). The parties acknowledge that the purpose of this Section 2.10(c) is to prohibit abusive and/or discriminatory Renewal Pricing practices imposed by Registry

Operator without the written consent of the applicable registrant at the time of the initial registration of the domain and this Section 2.10(c) will be interpreted broadly to prohibit such practices. For purposes of this Section 2.10(c), a "Qualified Marketing Program" is a marketing program pursuant to which Registry Operator offers discounted Renewal Pricing, provided that each of the following criteria is satisfied: (i) the program and related discounts are offered for a period of time not to exceed one hundred eighty (180) calendar days (with consecutive substantially similar programs aggregated for purposes of determining the number of calendar days of the program), (ii) all ICANN accredited registrars are provided the same opportunity to qualify for such discounted Renewal Pricing; and (iii) the intent or effect of the program is not to exclude any particular class(es) of registrations (e.g., registrations held by large corporations) or increase the renewal price of any particular class(es) of registrations. Nothing in this Section 2.10(c) shall limit Registry Operator's obligations pursuant to Section 2.10(b).

(d) Registry Operator shall provide public query-based DNS lookup service for the TLD (that is, operate the Registry TLD zone servers) at its sole expense.

2.11 Contractual and Operational Compliance Audits.

(a) ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit during regular business hours and in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information reasonably necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than ten (10) calendar days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. ICANN will treat any information obtained in connection with such audits that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15.

(b) Any audit conducted pursuant to Section 2.11(a) will be at ICANN's expense, unless (i) Registry Operator (A) controls, is controlled by, is under common control or is otherwise Affiliated with, any ICANN accredited registrar or registrar reseller or any of their respective Affiliates, or (B) has subcontracted the provision of Registry Services to an ICANN accredited registrar or registrar reseller or any of their respective Affiliates, and, in either case of (A) or (B) above, the audit relates to Registry Operator's compliance with Section 2.14, in which case Registry Operator shall reimburse ICANN for

all reasonable costs and expenses associated with the portion of the audit related to Registry Operator's compliance with Section 2.14, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% in a given quarter to ICANN's detriment, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the entirety of such audit. In either such case of (i) or (ii) above, such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

(c) Notwithstanding Section 2.11(a), if Registry Operator is found not to be in compliance with its representations and warranties contained in Article 1 of this Agreement or its covenants contained in Article 2 of this Agreement in two consecutive audits conducted pursuant to this Section 2.11, ICANN may increase the number of such audits to one per calendar quarter.

(d) Registry Operator will give ICANN immediate notice of Registry Operator's knowledge of the commencement of any of the proceedings referenced in Section 4.3(d) or the occurrence of any of the matters specified in Section 4.3(f).

2.12 Continued Operations Instrument. Registry Operator shall comply with the terms and conditions relating to the Continued Operations Instrument set forth in Specification 8 attached hereto ("Specification 8").

2.13 Emergency Transition. Registry Operator agrees that, in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Specification 10 is reached, ICANN may designate an emergency interim registry operator of the registry for the TLD (an "Emergency Operator") in accordance with ICANN's registry transition process (available at <http://www.icann.org/en/resources/registries/transition-processes>) (as the same may be amended from time to time, the "Registry Transition Process") until such time as Registry Operator has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator. In the event ICANN designates an Emergency Operator pursuant to this Section 2.13 and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 2.13. In addition, in the

event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument.

2.14 Registry Code of Conduct. In connection with the operation of the registry for the TLD, Registry Operator shall comply with the Registry Code of Conduct as set forth in Specification 9 attached hereto ("Specification 9").

2.15 Cooperation with Economic Studies. If ICANN initiates or commissions an economic study on the impact or functioning of new generic top-level domains on the Internet, the DNS or related matters, Registry Operator shall reasonably cooperate with such study, including by delivering to ICANN or its designee conducting such study all data related to the operation of the TLD reasonably necessary for the purposes of such study requested by ICANN or its designee, provided, that Registry Operator may withhold (a) any internal analyses or evaluations prepared by Registry Operator with respect to such data and (b) any data to the extent that the delivery of such data would be in violation of applicable law. Any data delivered to ICANN or its designee pursuant to this Section 2.15 that is appropriately marked as confidential (as required by Section 7.15) shall be treated as Confidential Information of Registry Operator in accordance with Section 7.15, provided that, if ICANN aggregates and makes anonymous such data, ICANN or its designee may disclose such data to any third party. Following completion of an economic study for which Registry Operator has provided data, ICANN will destroy all data provided by Registry Operator that has not been aggregated and made anonymous.

2.16 Registry Performance Specifications. Registry Performance Specifications for operation of the TLD will be as set forth in Specification 10 attached hereto ("Specification 10"). Registry Operator shall comply with such Performance Specifications and, for a period of at least one (1) year, shall keep technical and operational records sufficient to evidence compliance with such specifications for each calendar year during the Term.

2.17 Additional Public Interest Commitments. Registry Operator shall comply with the public interest commitments set forth in Specification 11 attached hereto ("Specification 11").

2.18 Personal Data. Registry Operator shall (i) notify each ICANN-accredited registrar that is a party to the registry-registrar agreement for the TLD of the purposes for which data about any identified or identifiable natural person ("Personal Data") submitted to Registry Operator by such registrar is collected and used under this Agreement or otherwise and the intended recipients (or categories of recipients) of such Personal Data, and (ii) require such registrar to obtain the consent of each registrant in the TLD for such collection and use of Personal Data. Registry Operator shall take reasonable steps to protect Personal Data collected from such registrar from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

2.19 Obligations of Registry Operator to TLD Community. Registry Operator shall establish registration policies in conformity with the application submitted with respect to the TLD for: (i) naming conventions within the TLD, (ii) requirements for registration by members of the TLD community, and (iii) use of registered domain names in conformity with the stated purpose of the community-based TLD. Registry Operator shall operate the TLD in a manner that allows the TLD community to discuss and participate in the development and modification of policies and practices for the TLD. Registry Operator shall establish procedures for the enforcement of registration policies for the TLD, and resolution of disputes concerning compliance with TLD registration policies, and shall enforce such registration policies. Registry Operator agrees to implement and be bound by the Registry Restrictions Dispute Resolution Procedure as set forth at http://www.icann.org/en/resources/registries/rrdrp with respect to disputes arising pursuant to this Section 2.19. Registry Operator shall implement and comply with the community registration policies set forth on Specification 12 attached hereto.

ARTICLE 3.

COVENANTS OF ICANN

ICANN covenants and agrees with Registry Operator as follows:

3.1 Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

3.2 Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

3.3 TLD Nameservers. ICANN will use commercially reasonable efforts to ensure that any changes to the TLD nameserver designations submitted to ICANN by Registry Operator (in a format and with required technical elements specified by ICANN at http://www.iana.org/domains/root/ will be implemented by ICANN within seven (7) calendar days or as promptly as feasible following technical verifications.

3.4 Root-zone Information Publication. ICANN's publication of root-zone contact information for the TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN at http://www.iana.org/domains/root/.

3.5 Authoritative Root Database. To the extent that ICANN is authorized to set policy with regard to an authoritative root server system (the "Authoritative Root Server System"), ICANN shall use commercially reasonable efforts to (a) ensure that the authoritative root will point to the top-level domain nameservers designated by Registry Operator for the TLD, (b) maintain a stable, secure, and authoritative publicly available database of relevant information about the TLD, in accordance with ICANN publicly

available policies and procedures, and (c) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; provided, that ICANN shall not be in breach of this Agreement and ICANN shall have no liability in the event that any third party (including any governmental entity or internet service provider) blocks or restricts access to the TLD in any jurisdiction.

ARTICLE 4.

TERM AND TERMINATION

4.1 Term. The term of this Agreement will be ten (10) years from the Effective Date (as such term may be extended pursuant to Section 4.2, the "Term").

4.2 Renewal.

(a) This Agreement will be renewed for successive periods of ten (10) years upon the expiration of the initial Term set forth in Section 4.1 and each successive Term, unless:

(i) Following notice by ICANN to Registry Operator of a fundamental and material breach of Registry Operator's covenants set forth in Article 2 or breach of its payment obligations under Article 6 of this Agreement, which notice shall include with specificity the details of the alleged breach, and such breach has not been cured within thirty (30) calendar days of such notice, (A) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator has been in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (B) Registry Operator has failed to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction; or

(ii) During the then current Term, Registry Operator shall have been found by an arbitrator (pursuant to Section 5.2 of this Agreement) or a court of competent jurisdiction on at least three (3) separate occasions to have been in (A) fundamental and material breach (whether or not cured) of Registry Operator's covenants set forth in Article 2 or (B) breach of its payment obligations under Article 6 of this Agreement.

(b) Upon the occurrence of the events set forth in Section 4.2(a) (i) or (ii), the Agreement shall terminate at the expiration of the then-current Term.

4.3 Termination by ICANN.

(a) ICANN may, upon notice to Registry Operator, terminate this Agreement if: (i) Registry Operator fails to cure (A) any fundamental and material breach of Registry Operator's representations and warranties set forth in Article 1 or covenants

set forth in Article 2, or (B) any breach of Registry Operator's payment obligations set forth in Article 6 of this Agreement, each within thirty (30) calendar days after ICANN gives Registry Operator notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator is in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (iii) Registry Operator fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) ICANN may, upon notice to Registry Operator, terminate this Agreement if Registry Operator fails to complete all testing and procedures (identified by ICANN in writing to Registry Operator prior to the date hereof) for delegation of the TLD into the root zone within twelve (12) months of the Effective Date. Registry Operator may request an extension for up to additional twelve (12) months for delegation if it can demonstrate, to ICANN's reasonable satisfaction, that Registry Operator is working diligently and in good faith toward successfully completing the steps necessary for delegation of the TLD. Any fees paid by Registry Operator to ICANN prior to such termination date shall be retained by ICANN in full.

(c) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator fails to cure a material breach of Registry Operator's obligations set forth in Section 2.12 of this Agreement within thirty (30) calendar days of delivery of notice of such breach by ICANN, or if the Continued Operations Instrument is not in effect for greater than sixty (60) consecutive calendar days at any time following the Effective Date, (ii) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator is in material breach of such covenant, and (iii) Registry Operator fails to cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(d) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator's ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator's property, (iv) execution is levied upon any material property of Registry Operator, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within sixty (60) calendar days of their commencement, or (vi) Registry Operator files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.

(e) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to Section 2 of Specification 7 or Sections 2 and 3 of Specification 11, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein.

(f) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator knowingly employs any officer who is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such officer is not terminated within thirty (30) calendar days of Registry Operator's knowledge of the foregoing, or (ii) any member of Registry Operator's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registry Operator's board of directors or similar governing body within thirty (30) calendar days of Registry Operator's knowledge of the foregoing.

(g) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement as specified in Section 7.5.

4.4 Termination by Registry Operator.

(a) Registry Operator may terminate this Agreement upon notice to ICANN if (i) ICANN fails to cure any fundamental and material breach of ICANN's covenants set forth in Article 3, within thirty (30) calendar days after Registry Operator gives ICANN notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that ICANN is in fundamental and material breach of such covenants, and (iii) ICANN fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) Registry Operator may terminate this Agreement for any reason upon one hundred eighty (180) calendar day advance notice to ICANN.

4.5 Transition of Registry upon Termination of Agreement. Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of this Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator shall provide ICANN or any successor registry operator that may be designated by ICANN for the TLD in accordance with this Section 4.5 with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator. After consultation with Registry Operator, ICANN shall determine whether or not

to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process; provided, however, that (i) ICANN will take into consideration any intellectual property rights of Registry Operator (as communicated to ICANN by Registry Operator) in determining whether to transition operation of the TLD to a successor registry operator and (ii) if Registry Operator demonstrates to ICANN's reasonable satisfaction that (A) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator or its Affiliates for their exclusive use, (B) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (C) transitioning operation of the TLD is not necessary to protect the public interest, then ICANN may not transition operation of the TLD to a successor registry operator upon the expiration or termination of this Agreement without the consent of Registry Operator (which shall not be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, the foregoing sentence shall not prohibit ICANN from delegating the TLD pursuant to a future application process for the delegation of top-level domains, subject to any processes and objection procedures instituted by ICANN in connection with such application process intended to protect the rights of third parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement.

4.6 Effect of Termination. Upon any expiration of the Term or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 6. In addition, Article 5, Article 7, Section 2.12, Section 4.5, and this Section 4.6 shall survive the expiration or termination of this Agreement. For the avoidance of doubt, the rights of Registry Operator to operate the registry for the TLD shall immediately cease upon any expiration of the Term or termination of this Agreement.

ARTICLE 5.

DISPUTE RESOLUTION

5.1 Mediation. In the event of any dispute arising under or in connection with this Agreement, before either party may initiate arbitration pursuant to Section 5.2 below, ICANN and Registry Operator must attempt to resolve the dispute through mediation in accordance with the following terms and conditions:

(a) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1, the parties will promptly select a mutually

acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a).

(b) The mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 5.2. The mediator may not testify for either party in any later proceeding relating to the dispute.

(c) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. Each party shall treat information received from the other party pursuant to the mediation that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15.

(d) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 5.2 below. If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the notice delivered pursuant to Section 5.1(a), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute can then proceed to arbitration pursuant to Section 5.2 below.

5.2 Arbitration. Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language and will occur in Los Angeles County, California. Any arbitration will be in front of a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions, (ii) the parties agree in writing to a greater number of arbitrators, or (iii) the dispute arises under Section 7.6 or 7.7. In the case of clauses (i), (ii) or (iii) in the preceding sentence, the arbitration will be in front of three arbitrators with each party selecting one arbitrator and the two selected arbitrators selecting the third arbitrator. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties' filings in conjunction with the

arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day, provided that in any arbitration in which ICANN is seeking punitive or exemplary damages, or operational sanctions, the hearing may be extended for one (1) additional calendar day if agreed upon by the parties or ordered by the arbitrator(s) based on the arbitrator(s) independent determination or the reasonable request of one of the parties thereto. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. In the event the arbitrators determine that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Article 2, Article 6 or Section 5.4 of this Agreement, ICANN may request the arbitrators award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator's right to sell new registrations). Each party shall treat information received from the other party pursuant to the arbitration that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Los Angeles County, California; however, the parties will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement will not exceed an amount equal to the Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to this Agreement (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any). Registry Operator's aggregate monetary liability to ICANN for breaches of this Agreement will be limited to an amount equal to the fees paid to ICANN during the preceding twelve-month period (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any), and punitive and exemplary damages, if any, awarded in accordance with Section 5.2, except with respect to Registry Operator's indemnification obligations pursuant to Section 7.1 and Section 7.2. In no event shall either party be liable for special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided in Section 5.2. Except as otherwise provided in this Agreement, neither party makes any warranty, express or implied, with respect to the services rendered by itself, its servants or agents, or the results obtained from their work, including, without limitation, any implied warranty of merchantability, non-infringement or fitness for a particular purpose.

5.4 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrator or court of competent jurisdiction specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

ARTICLE 6.

FEES

6.1 Registry-Level Fees.

(a) Registry Operator shall pay ICANN a registry-level fee equal to (i) the registry fixed fee of US$6,250 per calendar quarter and (ii) the registry-level transaction fee (collectively, the "Registry-Level Fees"). The registry-level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$0.25; provided, however that the registry-level transaction fee shall not apply until and unless more than 50,000 Transactions have occurred in the TLD during any calendar quarter or any consecutive four calendar quarter period in the aggregate (the "Transaction Threshold") and shall apply to each Transaction that occurred during each quarter in which the Transaction Threshold has been met, but shall not apply to each quarter in which the Transaction Threshold has not been met. Registry Operator's obligation to pay the quarterly registry-level fixed fee will begin on the date on which the TLD is delegated in the DNS to Registry Operator. The first quarterly payment of the registry-level fixed fee will be prorated based on the number of calendar days between the delegation date and the end of the calendar quarter in which the delegation date falls.

(b) Subject to Section 6.1(a), Registry Operator shall pay the Registry-Level Fees on a quarterly basis to an account designated by ICANN within thirty (30) calendar days following the date of the invoice provided by ICANN.

6.2 Cost Recovery for RSTEP. Requests by Registry Operator for the approval of Additional Services pursuant to Section 2.1 may be referred by ICANN to the Registry Services Technical Evaluation Panel ("RSTEP") pursuant to that process at http://www.icann.org/en/registries/rsep/. In the event that such requests are referred to RSTEP, Registry Operator shall remit to ICANN the invoiced cost of the RSTEP review within fourteen (14) calendar days of receipt of a copy of the RSTEP invoice from ICANN, unless ICANN determines, in its sole and absolute discretion, to pay all or any portion of the invoiced cost of such RSTEP review.

6.3 Variable Registry-Level Fee.

(a) If the ICANN accredited registrars (accounting, in the aggregate, for payment of two-thirds of all registrar-level fees (or such portion of ICANN accredited registrars necessary to approve variable accreditation fees under the then-current registrar accreditation agreement), do not approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a variable registry-level fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such

ICANN fiscal year (the "Variable Registry-Level Fee"). The fee will be calculated and invoiced by ICANN on a quarterly basis, and shall be paid by Registry Operator within sixty (60) calendar days with respect to the first quarter of such ICANN fiscal year and within twenty (20) calendar days with respect to each remaining quarter of such ICANN fiscal year, of receipt of the invoiced amount by ICANN. The Registry Operator may invoice and collect the Variable Registry-Level Fees from the registrars that are party to a registry-registrar agreement with Registry Operator (which agreement may specifically provide for the reimbursement of Variable Registry-Level Fees paid by Registry Operator pursuant to this Section 6.3); provided, that the fees shall be invoiced to all ICANN accredited registrars if invoiced to any. The Variable Registry-Level Fee, if collectible by ICANN, shall be an obligation of Registry Operator and shall be due and payable as provided in this Section 6.3 irrespective of Registry Operator's ability to seek and obtain reimbursement of such fee from registrars. In the event ICANN later collects variable accreditation fees for which Registry Operator has paid ICANN a Variable Registry-Level Fee, ICANN shall reimburse the Registry Operator an appropriate amount of the Variable Registry-Level Fee, as reasonably determined by ICANN. If the ICANN accredited registrars (as a group) do approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for a fiscal year, ICANN shall not be entitled to a Variable-Level Fee hereunder for such fiscal year, irrespective of whether the ICANN accredited registrars comply with their payment obligations to ICANN during such fiscal year.

(b) The amount of the Variable Registry-Level Fee will be specified for each registrar, and may include both a per-registrar component and a transactional component. The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year but shall not exceed US$0.25 per domain name registration (including renewals associated with transfers from one ICANN accredited registrar to another) per year.

6.4 Pass Through Fees. Registry Operator shall pay to ICANN (i) a one-time fee equal to US$5,000 for access to and use of the Trademark Clearinghouse as described in Specification 7 (the "RPM Access Fee") and (ii) an amount specified by ICANN not to exceed US$0.25 per Sunrise Registration and Claims Registration (as such terms are used in Trademark Clearinghouse RPMs incorporated herein pursuant to Specification 7) (the "RPM Registration Fee"). The RPM Access Fee will be invoiced as of the Effective Date of this Agreement, and Registry Operator shall pay such fee to an account specified by ICANN within thirty (30) calendar days following the date of the invoice. ICANN will invoice Registry Operator quarterly for the RPM Registration Fee, which shall be due in accordance with the invoicing and payment procedure specified in Section 6.1.

6.5 Adjustments to Fees. Notwithstanding any of the fee limitations set forth in this Article 6, commencing upon the expiration of the first year of this Agreement, and upon the expiration of each year thereafter during the Term, the then-current fees set forth in

Section 6.1 and Section 6.3 may be adjusted, at ICANN's discretion, by a percentage equal to the percentage change, if any, in (i) the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index (the "CPI") for the month which is one (1) month prior to the commencement of the applicable year, over (ii) the CPI published for the month which is one (1) month prior to the commencement of the immediately prior year. In the event of any such increase, ICANN shall provide notice to Registry Operator specifying the amount of such adjustment. Any fee adjustment under this Section 6.5 shall be effective as of the first day of the first calendar quarter following at least thirty (30) days after ICANN's delivery to Registry Operator of such fee adjustment notice.

6.6 Additional Fee on Late Payments. For any payments thirty (30) calendar days or more overdue under this Agreement, Registry Operator shall pay an additional fee on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

ARTICLE 7.

MISCELLANEOUS

7.1 Indemnification of ICANN.

(a) Registry Operator shall indemnify and defend ICANN and its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to intellectual property ownership rights with respect to the TLD, the delegation of the TLD to Registry Operator, Registry Operator's operation of the registry for the TLD or Registry Operator's provision of Registry Services, provided that Registry Operator shall not be obligated to indemnify or defend any Indemnitee to the extent the claim, damage, liability, cost or expense arose: (i) due to the actions or omissions of ICANN, its subcontractors, panelists or evaluators specifically related to and occurring during the registry TLD application process (other than actions or omissions requested by or for the benefit of Registry Operator), or (ii) due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct by ICANN. This Section shall not be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for costs associated with the negotiation or execution of this Agreement, or with monitoring or management of the parties' respective obligations hereunder. Further, this Section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 5 or otherwise awarded by a court of competent jurisdiction or arbitrator.

(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the same actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN's total claim, calculated by dividing the number of total domain names under registration with Registry

Operator within the TLD (which names under registration shall be calculated consistently with Article 6 hereof for any applicable quarter) by the total number of domain names under registration within all top level domains for which the registry operators thereof are engaging in the same acts or omissions giving rise to such claim. For the purposes of reducing Registry Operator's liability under Section 7.1(a) pursuant to this Section 7.1(b), Registry Operator shall have the burden of identifying the other registry operators that are engaged in the same actions or omissions that gave rise to the claim, and demonstrating, to ICANN's reasonable satisfaction, such other registry operators' culpability for such actions or omissions. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN as set forth in Section 7.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.

7.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 7.1 above, ICANN shall provide notice thereof to Registry Operator as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to ICANN to handle and defend the same, at Registry Operator's sole cost and expense, provided that in all events ICANN will be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN's policies, Bylaws or conduct. ICANN shall cooperate, at Registry Operator's cost and expense, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is fully indemnified by Registry Operator will be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section 7.2, ICANN will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator and Registry Operator shall cooperate in such defense.

7.3 Defined Terms. For purposes of this Agreement, unless such definitions are amended pursuant to a Consensus Policy at a future date, in which case the following definitions shall be deemed amended and restated in their entirety as set forth in such Consensus Policy, Security and Stability shall be defined as follows:

(a) For the purposes of this Agreement, an effect on "Security" shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of registry data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

(b) For purposes of this Agreement, an effect on "Stability" shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and

published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments ("RFCs") sponsored by the Internet Engineering Task Force; or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on Registry Operator's delegated information or provisioning of services.

7.4 No Offset. All payments due under this Agreement will be made in a timely manner throughout the Term and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

7.5 Change of Control; Assignment and Subcontracting. Except as set forth in this Section 7.5, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, which approval will not be unreasonably withheld. For purposes of this Section 7.5, a direct or indirect change of control of Registry Operator or any subcontracting arrangement that relates to any Critical Function (as identified in Section 6 of Specification 10) for the TLD (a "Material Subcontracting Arrangement") shall be deemed an assignment.

(a) Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any assignment or Material Subcontracting Arrangement, and any agreement to assign or subcontract any portion of the operations of the TLD (whether or not a Material Subcontracting Arrangement) must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder, and Registry Operator shall continue to be bound by such covenants, obligations and agreements. Registry Operator must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of Registry Operator.

(b) Within thirty (30) calendar days of either such notification pursuant to Section 7.5(a), ICANN may request additional information from Registry Operator establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

(c) Registry Operator agrees that ICANN's consent to any assignment, change of control or Material Subcontracting Arrangement will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates).

(d) If ICANN fails to expressly provide or withhold its consent to any assignment, direct or indirect change of control of Registry Operator or any Material Subcontracting Arrangement within thirty (30) calendar days of ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from Registry Operator as set forth above, thirty (30) calendar days of the receipt of all requested written information regarding such transaction) from Registry Operator, ICANN shall be deemed to have consented to such transaction.

(e) In connection with any such assignment, change of control or Material Subcontracting Arrangement, Registry Operator shall comply with the Registry Transition Process.

(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 4.3(g), (ii) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of Registry Operator, or, if Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 7.5. Notwithstanding Section 7.5(a), in the event an assignment is made pursuant to clauses (ii) or (iii) of this Section 7.5(f), the assigning party will provide the other party with prompt notice following any such assignment.

7.6 Amendments and Waivers.

(a) If the ICANN Board of Directors determines that an amendment to this Agreement (including to the Specifications referred to herein) and all other registry agreements between ICANN and the Applicable Registry Operators (the "Applicable Registry Agreements") is desirable (each, a "Special Amendment"), ICANN may adopt a Special Amendment pursuant to the requirements of and process set forth in this Section 7.6; provided that a Special Amendment may not be a Restricted Amendment.

(b) Prior to submitting a Special Amendment for Registry Operator Approval, ICANN shall first consult in good faith with the Working Group regarding the form and substance of such Special Amendment. The duration of such consultation shall be

reasonably determined by ICANN based on the substance of the Special Amendment. Following such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) calendar days (the "Posting Period") and providing notice of such proposed amendment to the Applicable Registry Operators in accordance with Section 7.9. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registry Operators).

(c) If, within one hundred eighty (180) calendar days following the expiration of the Posting Period (the "Approval Period"), the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment, but must address the subject matter of the Special Amendment posted for public comment, as modified to reflect and/or address input from the Working Group and public comments), ICANN shall provide notice of, and submit, such Special Amendment for approval or disapproval by the Applicable Registry Operators. If, during the sixty (60) calendar day period following the date ICANN provides such notice to the Applicable Registry Operators, such Special Amendment receives Registry Operator Approval, such Special Amendment shall be deemed approved (an "Approved Amendment") by the Applicable Registry Operators, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Approved Amendment to Registry Operator (the "Amendment Effective Date"). In the event that a Special Amendment does not receive Registry Operator Approval, the Special Amendment shall be deemed not approved by the Applicable Registry Operators (a "Rejected Amendment"). A Rejected Amendment will have no effect on the terms and conditions of this Agreement, except as set forth below.

(d) If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of Specification 1, the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the "Resolution Adoption Date") requesting an Issue Report (as such term is defined in ICANN's Bylaws) by the Generic Names Supporting Organization (the "GNSO") regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a "PDP." If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN's Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registry Operator shall comply with its obligations pursuant to Section 2.2 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 7.6(d), the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject matter of such Rejected Amendment was the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation.

(e) If (a) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of Specification 1, (b) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (c) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (A) recommends adoption of the Rejected Amendment as Consensus Policy or (B) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:

(i) the subject matter of the Rejected Amendment must be within the scope of ICANN's mission and consistent with a balanced application of its core values (as described in ICANN's Bylaws);

(ii) the Rejected Amendment must be justified by a Substantial and Compelling Reason in the Public Interest, must be likely to promote such interest, taking into account competing public and private interests that are likely to be affected by the Rejected Amendment, and must be narrowly tailored and no broader than reasonably necessary to address such Substantial and Compelling Reason in the Public Interest;

(iii) to the extent the Rejected Amendment prohibits or requires conduct or activities, imposes material costs on the Applicable Registry Operators, and/or materially reduces public access to domain name services, the Rejected Amendment must be the least restrictive means reasonably available to address the Substantial and Compelling Reason in the Public Interest;

(iv) the ICANN Board of Directors must submit the Rejected Amendment, along with a written explanation of the reasoning related to its determination that the Rejected Amendment meets the requirements set out in subclauses (i) through (iii) above, for public comment for a period of no less than thirty (30) calendar days; and

(v) following such public comment period, the ICANN Board of Directors must (a) engage in consultation (or direct ICANN management to engage in consultation) with the Working Group, subject matter experts, members of the GNSO, relevant advisory committees and other interested stakeholders with respect to such Rejected Amendment for a period of no less than sixty (60) calendar days; and (b) following such consultation, reapprove the Rejected Amendment (which may be in a form different than submitted for Registry Operator Approval, but must address the subject matter of the Rejected Amendment, as modified to reflect and/or address

input from the Working Group and public comments) by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy (a "Board Amendment").

Such Board Amendment shall, subject to Section 7.6(f), be deemed an Approved Amendment, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Board Amendment to Registry Operator (which effective date shall be deemed the Amendment Effective Date hereunder). Notwithstanding the foregoing, a Board Amendment may not amend the registry fees charged by ICANN hereunder, or amend this Section 7.6.

(f) Notwithstanding the provisions of Section 7.6(e), a Board Amendment shall not be deemed an Approved Amendment if, during the thirty (30) calendar day period following the approval by the ICANN Board of Directors of the Board Amendment, the Working Group, on the behalf of the Applicable Registry Operators, submits to the ICANN Board of Directors an alternative to the Board Amendment (an "Alternative Amendment") that meets the following requirements:

(i) sets forth the precise text proposed by the Working Group to amend this Agreement in lieu of the Board Amendment;

(ii) addresses the Substantial and Compelling Reason in the Public Interest identified by the ICANN Board of Directors as the justification for the Board Amendment; and

(iii) compared to the Board Amendment is: (a) more narrowly tailored to address such Substantial and Compelling Reason in the Public Interest, and (b) to the extent the Alternative Amendment prohibits or requires conduct or activities, imposes material costs on Affected Registry Operators, or materially reduces access to domain name services, is a less restrictive means to address the Substantial and Compelling Reason in the Public Interest.

Any proposed amendment that does not meet the requirements of subclauses (i) through (iii) in the immediately preceding sentence shall not be considered an Alternative Amendment hereunder and therefore shall not supersede or delay the effectiveness of the Board Amendment. If, following the submission of the Alternative Amendment to the ICANN Board of Directors, the Alternative Amendment receives Registry Operator Approval, the Alternative Amendment shall supersede the Board Amendment and shall be deemed an Approved Amendment hereunder (and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Alternative Amendment to Registry Operator, which effective date shall deemed the Amendment Effective Date hereunder),

unless, within a period of sixty (60) calendar days following the date that the Working Group notifies the ICANN Board of Directors of Registry Operator Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registry Operator Approval within thirty (30) calendar days of submission of such Alternative Amendment to the Applicable Registry Operators (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registry Operator (which effective date shall deemed the Amendment Effective Date hereunder). If the ICANN Board of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 7.6(f)(i) through 7.6(f)(iii). The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board Amendment meets the criteria set forth in Section 7.6(e)(i) through 7.6(e)(v).

(g) In the event that Registry Operator believes an Approved Amendment does not meet the substantive requirements set out in this Section 7.6 or has been adopted in contravention of any of the procedural provisions of this Section 7.6, Registry Operator may challenge the adoption of such Special Amendment pursuant to the dispute resolution provisions set forth in Article 5, except that such arbitration shall be conducted by a three-person arbitration panel. Any such challenge must be brought within sixty (60) calendar days following the date ICANN provided notice to Registry Operator of the Approved Amendment, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process.

(h) Registry Operator may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registry Operator hereunder, an "Exemption Request") during the thirty (30) calendar day period following the date ICANN provided notice to Registry Operator of such Approved Amendment. Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registry Operator. An Exemption Request may only be granted upon a clear and convincing showing by Registry Operator that compliance with the Approved Amendment conflicts with applicable laws or would have a material adverse effect on the long-term financial condition or results of operations of Registry Operator. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in

the denial of a direct benefit to registrants. Within ninety (90) calendar days of ICANN's receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement. If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any conditions, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registry Operator may, within thirty (30) calendar days following receipt of ICANN's determination, appeal ICANN's decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Article 5. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only Exemption Requests submitted by Registry Operator that are approved by ICANN pursuant to this Section 7.6(j), agreed to by ICANN following mediation pursuant to Section 5.1 or through an arbitration decision pursuant to Section 5.2 shall exempt Registry Operator from any Approved Amendment, and no Exemption Request granted to any other Applicable Registry Operator (whether by ICANN or through arbitration) shall have any effect under this Agreement or exempt Registry Operator from any Approved Amendment.

(i) Except as set forth in this Section 7.6, Section 7.7 and as otherwise set forth in this Agreement and the Specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, and nothing in this Section 7.6 or Section 7.7 shall restrict ICANN and Registry Operator from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Sections 7.6 or 7.7 shall be deemed to limit Registry Operator's obligation to comply with Section 2.2.

(j) For purposes of this Section 7.6, the following terms shall have the following meanings:

(i) "Applicable Registry Operators" means, collectively, the registry operators of top-level domains party to a registry agreement that contains a provision similar to this Section 7.6, including Registry Operator.

(ii) "Registry Operator Approval" means the receipt of each of the following: (A) the affirmative approval of the Applicable Registry Operators

whose payments to ICANN accounted for two-thirds of the total amount of fees (converted to U.S. dollars, if applicable, at the prevailing exchange rate published the prior day in the U.S. Edition of the Wall Street Journal for the date such calculation is made by ICANN) paid to ICANN by all the Applicable Registry Operators during the immediately previous calendar year pursuant to the Applicable Registry Agreements, and (B) the affirmative approval of a majority of the Applicable Registry Operators at the time such approval is obtained. For the avoidance of doubt, with respect to clause (B), each Applicable Registry Operator shall have one vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Registry Agreement.

(iii) "Restricted Amendment" means the following: (A) an amendment of Specification 1, (B) except to the extent addressed in Section 2.10 hereof, an amendment that specifies the price charged by Registry Operator to registrars for domain name registrations, (C) an amendment to the definition of Registry Services as set forth in the first paragraph of Section 2.1 of Specification 6, or (D) an amendment to the length of the Term.

(iv) "Substantial and Compelling Reason in the Public Interest" means a reason that is justified by an important, specific, and articulated public interest goal that is within ICANN's mission and consistent with a balanced application of ICANN's core values as defined in ICANN's Bylaws.

(v) "Working Group" means representatives of the Applicable Registry Operators and other members of the community that the Registry Stakeholders Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registry Agreements (excluding bilateral amendments pursuant to Section 7.6(i)).

(k) Notwithstanding anything in this Section 7.6 to the contrary, (i) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for Approved Amendment to become effective with respect to Registry Operator, and (ii) no Approved Amendment adopted pursuant to Section 7.6 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

7.7 Negotiation Process.

(a) If either the Chief Executive Officer of ICANN ("CEO") or the Chairperson of the Registry Stakeholder Group ("Chair") desires to discuss any revision(s) to this Agreement, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Agreement (a "Negotiation Notice"). Notwithstanding the foregoing, neither the CEO nor the Chair may

(i) propose revisions to this Agreement that modify any Consensus Policy then existing, (ii) propose revisions to this Agreement pursuant to this Section 7.7 on or before June 30, 2014, or (iii) propose revisions or submit a Negotiation Notice more than once during any twelve (12) month period beginning on July 1, 2014.

(b) Following receipt of the Negotiation Notice by either the CEO or the Chair, ICANN and the Working Group (as defined in Section 7.6) shall consult in good faith negotiations regarding the form and substance of the proposed revisions to this Agreement, which shall be in the form of a proposed amendment to this Agreement (the "Proposed Revisions"), for a period of at least ninety (90) calendar days (unless a resolution is earlier reached) and attempt to reach a mutually acceptable agreement relating to the Proposed Revisions (the "Discussion Period").

(c) If, following the conclusion of the Discussion Period, an agreement is reached on the Proposed Revisions, ICANN shall post the mutually agreed Proposed Revisions on its website for public comment for no less than thirty (30) calendar days (the "Posting Period") and provide notice of such revisions to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval (as defined in Section 7.6) and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(d) If, following the conclusion of the Discussion Period, an agreement is not reached between ICANN and the Working Group on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (the "Mediation Notice") requiring each party to attempt to resolve the disagreements related to the Proposed Revisions through impartial, facilitative (non-evaluative) mediation in accordance with the terms and conditions set forth below. In the event that a Mediation Notice is provided, ICANN and the Working Group shall, within fifteen (15) calendar days thereof, simultaneously post the text of their desired version of the Proposed Revisions and a position paper with respect thereto on ICANN's website.

(i) The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, who has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must

confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.7(d)(i).

(ii) The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute.

(iii) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

(iv) If an agreement is reached during the mediation, ICANN shall post the mutually agreed Proposed Revisions on its website for the Posting Period and provide notice to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the agreed Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(v) If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the mediation shall automatically terminate (unless extended by agreement of the parties). The mediator shall deliver to the parties a definition of the issues that could be considered in future arbitration, if invoked. Those issues are subject to the limitations set forth in Section 7.7(e)(ii) below.

(e) If, following mediation, ICANN and the Working Group have not reached an agreement on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable Registry Operators to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.2, subject to the requirements and limitations of this Section 7.7(e).

(i) If an Arbitration Notice is sent, the mediator's definition of issues, along with the Proposed Revisions (be those from ICANN, the

Working Group or both) shall be posted for public comment on ICANN's website for a period of no less than thirty (30) calendar days. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators), and information regarding such comments and consideration shall be provided to a three (3) person arbitrator panel. Each party may modify its Proposed Revisions before and after the Posting Period. The arbitration proceeding may not commence prior to the closing of such public comment period, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. Except as set forth in this Section 7.7, the arbitration shall be conducted pursuant to Section 5.2.

(ii) No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of Specification 1, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Articles 1, 3 and 6; Sections 2.1, 2.2, 2.5, 2.7, 2.9, 2.10, 2.16, 2.17, 2.19, 4.1, 4.2, 7.3, 7.6, 7.7, 7.8, 7.10, 7.11, 7.12, 7.13, 7.14, 7.16; Section 2.8 and Specification 7 (but only to the extent such Proposed Revisions seek to implement an RPM not contemplated by Sections 2.8 and Specification 7); Exhibit A; and Specifications 1, 4, 6, 10 and 11.

(iii) The mediator will brief the arbitrator panel regarding ICANN and the Working Group's respective proposals relating to the Proposed Revisions.

(iv) No amendment to this Agreement relating to the Proposed Revisions may be submitted for arbitration by either the Working Group or ICANN, unless, in the case of the Working Group, the proposed amendment has received Registry Operator Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

(v) In order for the arbitrator panel to approve either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of ICANN's core values (as described in ICANN's Bylaws) and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable Registry Operators and ICANN (as applicable), and the public benefit sought to be achieved by the Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to

this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator and deemed an Approved Amendment hereunder.

(f) With respect to an Approved Amendment relating to an amendment proposed by ICANN, Registry may apply in writing to ICANN for an exemption from such amendment pursuant to the provisions of Section 7.6.

(g) Notwithstanding anything in this Section 7.7 to the contrary, (a) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registry Operator, and (b) no Approved Amendment adopted pursuant to Section 7.7 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

7.8 No Third-Party Beneficiaries. This Agreement will not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

7.9 General Notices. Except for notices pursuant to Sections 7.6 and 7.7, all notices to be given under or in relation to this Agreement will be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this Agreement. All notices under Sections 7.6 and 7.7 shall be given by both posting of the applicable information on ICANN's web site and transmission of such information to Registry Operator by electronic mail. Any change in the contact information for notice below will be given by the party within thirty (30) calendar days of such change. Other than notices under Sections 7.6 or 7.7, any notice required by this Agreement will be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within three (3) calendar days. Any notice required by Sections 7.6 or 7.7 will be deemed to have been given when electronically posted on ICANN's website and upon confirmation of receipt by the email server. In the event other means of notice become practically achievable, such as notice via a secure website, the parties will work together to implement such notice means under this Agreement.

If to ICANN, addressed to:
Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA
Telephone: +1-310-301-5800

Facsimile: +1-310-823-8649
Attention: President and CEO

With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to:
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, Illinois 60056
USA
Telephone: Contact Information Redacted
Facsimile: Contact Information Redacted
Attention: Tim McGinnis, .Pharmacy Registry Administrator
Email: Contact Information Redacted

7.10 Entire Agreement. This Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

7.11 English Language Controls. Notwithstanding any translated version of this Agreement and/or specifications that may be provided to Registry Operator, the English language version of this Agreement and all referenced specifications are the official versions that bind the parties hereto. In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version controls. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

7.12 Ownership Rights. Nothing contained in this Agreement shall be construed as (a) establishing or granting to Registry Operator any property ownership rights or interests of Registry Operator in the TLD or the letters, words, symbols or other characters making up the TLD string, or (b) affecting any existing intellectual property or ownership rights of Registry Operator.

7.13 Severability; Conflicts with Laws. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the balance of this Agreement or of any other term hereof, which shall remain in full force and effect. If any of the provisions hereof are determined to be invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible. ICANN and the Working Group will mutually cooperate to develop an ICANN procedure for ICANN's review and consideration of alleged conflicts between applicable laws and non-WHOIS related provisions of this Agreement. Until such procedure is developed and implemented by ICANN, ICANN will review and consider alleged conflicts

between applicable laws and non-WHOIS related provisions of this Agreement in a manner similar to ICANN's Procedure For Handling WHOIS Conflicts with Privacy Law.

7.14 Court Orders. ICANN will respect any order from a court of competent jurisdiction, including any orders from any jurisdiction where the consent or non-objection of the government was a requirement for the delegation of the TLD. Notwithstanding any other provision of this Agreement, ICANN's implementation of any such order will not be a breach of this Agreement

7.15 Confidentiality

(a) Subject to Section 7.15(c), during the Term and for a period of three (3) years thereafter, each party shall, and shall cause its and its Affiliates' officers, directors, employees and agents to, keep confidential and not publish or otherwise disclose to any third party, directly or indirectly, any information that is, and the disclosing party has marked as, or has otherwise designated in writing to the receiving party as, "confidential trade secret," "confidential commercial information" or "confidential financial information" (collectively, "Confidential Information"), except to the extent such disclosure is permitted by the terms of this Agreement.

(b) The confidentiality obligations under Section 7.15(a) shall not apply to any Confidential Information that (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no fault of the receiving party in breach of this Agreement, (ii) can be demonstrated by documentation or other competent proof to have been in the receiving party's possession prior to disclosure by the disclosing party without any obligation of confidentiality with respect to such information, (iii) is subsequently received by the receiving party from a third party who is not bound by any obligation of confidentiality with respect to such information, (iv) has been published by a third party or otherwise enters the public domain through no fault of the receiving party, or (v) can be demonstrated by documentation or other competent evidence to have been independently developed by or for the receiving party without reference to the disclosing party's Confidential Information.

(c) Each party shall have the right to disclose Confidential Information to the extent that such disclosure is (i) made in response to a valid order of a court of competent jurisdiction or, if in the reasonable opinion of the receiving party's legal counsel, such disclosure is otherwise required by applicable law; provided, however, that the receiving party shall first have given notice to the disclosing party and given the disclosing party a reasonable opportunity to quash such order or to obtain a protective order or confidential treatment order requiring that the Confidential Information that is the subject of such order or other applicable law be held in confidence by such court or other third party recipient, unless the receiving party is not permitted to provide such notice under such order or applicable law, or (ii) made by the receiving party or any of its Affiliates to its or their attorneys, auditors, advisors, consultants, contractors or other third parties for use by such person or entity as may be necessary or useful in connection with the performance of the activities under this Agreement, provided that such third party is bound by

confidentiality obligations at least as stringent as those set forth herein, either by written agreement or through professional responsibility standards.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

NATIONAL ASSOCIATION OF BOARDS OF PHARMACY

By: _____
Carmen A. Catizone
Executive Director/Secretary

EXHIBIT A

Approved Services

The ICANN gTLD Applicant Guidebook (located at http://newgtlds.icann.org/en/applicants/agb) and the RSEP specify processes for consideration of proposed registry services. Registry Operator may provide any service that is required by the terms of this Agreement. In addition, the following services (if any) are specifically identified as having been approved by ICANN prior to the effective date of the Agreement, and Registry Operator may provide such services:

1. DNS Service – TLD Zone Contents

Notwithstanding anything else in this Agreement, as indicated in section 2.2.3.3 of the gTLD Applicant Guidebook, permissible contents for the TLD's zone are:

1.1. Apex SOA record

1.2. Apex NS records and in-bailiwick glue for the TLD's DNS servers

1.3. NS records and in-bailiwick glue for DNS servers of registered names in the TLD

1.4. DS records for registered names in the TLD

1.5. Records associated with signing the TLD zone (i.e., RRSIG, DNSKEY, NSEC, and NSEC3)

(Note: The above language effectively does not allow, among other things, the inclusion of DNS resource records that would enable a dotless domain name (e.g., apex A, AAAA, MX records) in the TLD zone.)

If Registry Operator wishes to place any DNS resource record type into its TLD DNS zone (other than those listed in Sections 1.1 through 1.5 above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records in the TLD zone, even if approved, might not work as intended for all users due to lack of software support.

2. Anti-Abuse

Registry Operator may suspend, delete or otherwise make changes to domain names in compliance with its anti-abuse policy.

3. Searchable Whois

Notwithstanding anything else in this Agreement, Registry Operator must offer a searchable Whois service compliant with the requirements described in Section 1.10 of Specification 4 of this Agreement. Registry Operator must implement at least one of the following mechanisms in order to prevent abuse of the searchable Whois service:

- Username and password based authentication.
- Certificate based authentication.
- CAPTCHA (Completely Automated Public Turing test to tell Computers and Humans Apart) with rate-limiting mechanism to prevent repetitive invocation of the service.

4. Internationalized Domain Names (IDNs)

Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with the following requirements:

4.1. Registry Operator must offer Registrars support for handling IDN registrations in EPP.

4.2. Registry Operator will not offer variant IDNs.

4.3. Registry Operator may offer registration of IDNs in the following languages/scripts (IDN Tables and IDN Registration Rules will be published by the Registry Operator as specified in the ICANN IDN Implementation Guidelines):

4.3.1. Spanish language

SPECIFICATION 1

CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

1. **Consensus Policies**.

1.1. "***Consensus Policies***" are those policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this Specification. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with the process set forth therein.

1.2. Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following:

1.2.1 issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet or Domain Name System ("DNS");

1.2.2 functional and performance specifications for the provision of Registry Services;

1.2.3 Security and Stability of the registry database for the TLD;

1.2.4 registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars;

1.2.5 resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names); or

1.2.6 restrictions on cross-ownership of registry operators and registrars or registrar resellers and regulations and restrictions with respect to registry operations and the use of registry and registrar data in the event that a registry operator and a registrar or registrar reseller are affiliated.

1.3. Such categories of issues referred to in Section 1.2 of this Specification shall include, without limitation:

1.3.1 principles for allocation of registered names in the TLD (e.g., first-come/first-served, timely renewal, holding period after expiration);

1.3.2 prohibitions on warehousing of or speculation in domain names by registries or registrars;

1.3.3 reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration); and

1.3.4 maintenance of and access to accurate and up-to-date information concerning domain name registrations; and procedures to avoid disruptions of domain name registrations due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination.

1.4. In addition to the other limitations on Consensus Policies, they shall not:

1.4.1 prescribe or limit the price of Registry Services;

1.4.2 modify the terms or conditions for the renewal or termination of the Registry Agreement;

1.4.3 modify the limitations on Temporary Policies (defined below) or Consensus Policies;

1.4.4 modify the provisions in the registry agreement regarding fees paid by Registry Operator to ICANN; or

1.4.5 modify ICANN's obligations to ensure equitable treatment of registry operators and act in an open and transparent manner.

2. **Temporary Policies**. Registry Operator shall comply with and implement all specifications or policies established by the Board on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registry Services or the DNS ("***Temporary Policies***").

2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.

2.1.1 ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why

the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.

2.1.2 If the period of time for which the Temporary Policy is adopted exceeds ninety (90) calendar days, the Board shall reaffirm its temporary adoption every ninety (90) calendar days for a total period not to exceed one (1) year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one (1) year period expires or, if during such one (1) year period, the Temporary Policy does not become a Consensus Policy and is not reaffirmed by the Board, Registry Operator shall no longer be required to comply with or implement such Temporary Policy.

3. **Notice and Conflicts**. Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registry Services and Consensus Policies or any Temporary Policy, the Consensus Polices or Temporary Policy shall control, but only with respect to subject matter in conflict.

SPECIFICATION 2

DATA ESCROW REQUIREMENTS

Registry Operator will engage an independent entity to act as data escrow agent ("***Escrow Agent***") for the provision of data escrow services related to the Registry Agreement. The following Technical Specifications set forth in Part A, and Legal Requirements set forth in Part B, will be included in any data escrow agreement between Registry Operator and the Escrow Agent, under which ICANN must be named a third-party beneficiary. In addition to the following requirements, the data escrow agreement may contain other provisions that are not contradictory or intended to subvert the required terms provided below.

PART A – TECHNICAL SPECIFICATIONS

1. **Deposits**. There will be two types of Deposits: Full and Differential. For both types, the universe of Registry objects to be considered for data escrow are those objects necessary in order to offer all of the approved Registry Services.

    1.1. "**Full Deposit**" will consist of 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.

    1.2. "**Differential Deposit**" means data that reflects all transactions that were not reflected in the last previous Full or Differential Deposit, as the case may be. Each Differential Deposit will contain all database transactions since the previous Deposit was completed as of 00:00:00 UTC of each day, but Sunday. Differential Deposits must include complete Escrow Records as specified below that were not included or changed since the most recent full or Differential Deposit (i.e., newly added or modified domain names).

2. **Schedule for Deposits**. Registry Operator will submit a set of escrow files on a daily basis as follows:

    2.1. Each Sunday, a Full Deposit must be submitted to the Escrow Agent by 23:59 UTC.

    2.2. The other six (6) days of the week, a Full Deposit or the corresponding Differential Deposit must be submitted to Escrow Agent by 23:59 UTC.

3. **Escrow Format Specification**.

    3.1. **Deposit's Format**. Registry objects, such as domains, contacts, name servers, registrars, etc. will be compiled into a file constructed as described in draft-arias-noguchi-registry-data-escrow, see Part A, Section 9, reference 1 of this Specification and draft-arias-noguchi-dnrd-objects-mapping, see Part A, Section 9, reference 2 of this Specification (collectively, the "DNDE Specification"). The DNDE Specification describes some elements as

optional; Registry Operator will include those elements in the Deposits if they are available. If not already an RFC, Registry Operator will use the most recent draft version of the DNDE Specification available at the Effective Date. Registry Operator may at its election use newer versions of the DNDE Specification after the Effective Date. Once the DNDE Specification is published as an RFC, Registry Operator will implement that version of the DNDE Specification, no later than one hundred eighty (180) calendar days after. UTF-8 character encoding will be used.

3.2. **Extensions**. If a Registry Operator offers additional Registry Services that require submission of additional data, not included above, additional "extension schemas" shall be defined in a case by case basis to represent that data. These "extension schemas" will be specified as described in Part A, Section 9, reference 2 of this Specification. Data related to the "extensions schemas" will be included in the deposit file described in Part A, Section 3.1 of this Specification. ICANN and the respective Registry Operator shall work together to agree on such new objects' data escrow specifications.

4. **Processing of Deposit files**. 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 Part A, Section 9, reference 3 of this Specification. 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 Part A, Section 9, reference 4 of this Specification, that are also royalty-free. The process to follow for the data file in original text format is:

(1) The XML file of the deposit as described in Part A, Section 9, reference 1 of this Specification must be named as the containing file as specified in Section 5 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.

(3) A compressed and encrypted OpenPGP Message is created using the tarball file as sole input. The suggested algorithm for compression is ZIP as per RFC 4880. The compressed data will be encrypted using the 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) The file may be split as necessary if, once compressed and encrypted, it is larger than the file size limit agreed with the escrow agent. Every part of a

split file, or the whole file if not split, will be called a processed file in this section.

(5) A digital signature file will be generated for every processed file using the Registry Operator's private key. The digital signature file will be in binary OpenPGP format as per RFC 4880 Section 9, reference 3, 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.

(6) The processed files and digital signature files will then be transferred to the Escrow Agent through secure electronic mechanisms, such as, SFTP, SCP, HTTPS 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.

(7) The Escrow Agent will then validate every (processed) transferred data file using the procedure described in Part A, Section 8 of this Specification.

5. **File Naming Conventions**. Files will be named according to the following convention: {gTLD}_{YYYY-MM-DD}_{type}_S{#}_R{rev}.{ext} where:

5.1. {gTLD} is replaced with the gTLD name; in case of an IDN-TLD, the ASCII-compatible form (A-Label) must be used;

5.2. {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 2009-08-02T00:00Z, the string to be used would be "2009-08-02";

5.3. {type} is replaced by:

(1) "full", if the data represents a Full Deposit;

(2) "diff", if the data represents a Differential Deposit;

(3) "thin", if the data represents a Bulk Registration Data Access file, as specified in Section 3 of Specification 4;

5.4. {#} 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".

5.5. {rev} is replaced by the number of revision (or resend) of the file beginning with "0":

5.6. {ext} is replaced by "sig" if it is a digital signature file of the quasi-homonymous file. Otherwise it is replaced by "ryde".

6. **Distribution of Public Keys**. Each of Registry Operator and Escrow Agent will distribute its public key to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified. 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, Registry Operator and ICANN will exchange public keys by the same procedure.

7. **Notification of Deposits**. Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification (the "Interface Specification")) 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 its statement. The attributes are explained in Part A, Section 9, reference 1 of this Specification.

   If not already an RFC, Registry Operator will use the most recent draft version of the Interface Specification at the Effective Date. Registry Operator may at its election use newer versions of the Interface Specification after the Effective Date. Once the Interface Specification is published as an RFC, Registry Operator will implement that version of the Interface Specification, no later than one hundred eighty (180) calendar days after such publishing.

8. **Verification Procedure**.

   (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) Each 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 Part A, Section 9, reference 1 of this Specification.

   (5) If Part A, Section 9, reference 1 of this Specification includes a verification process, that will be applied at this step.

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

9. **References**.

(1) Domain Name Data Escrow Specification (work in progress), http://tools.ietf.org/html/draft-arias-noguchi-registry-data-escrow

(2) Domain Name Registration Data (DNRD) Objects Mapping, http://tools.ietf.org/html/draft-arias-noguchi-dnrd-objects-mapping

(3) OpenPGP Message Format, http://www.rfc-editor.org/rfc/rfc4880.txt

(4) OpenPGP parameters, http://www.iana.org/assignments/pgp-parameters/pgp-parameters.xhtml

(5) ICANN interfaces for registries and data escrow agents, http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces

PART B – LEGAL REQUIREMENTS

1. **Escrow Agent**. Prior to entering into an escrow agreement, the Registry Operator must provide notice to ICANN as to the identity of the Escrow Agent, and provide ICANN with contact information and a copy of the relevant escrow agreement, and all amendments thereto. In addition, prior to entering into an escrow agreement, Registry Operator must obtain the consent of ICANN to (a) use the specified Escrow Agent, and (b) enter into the form of escrow agreement provided. ICANN must be expressly designated as a third-party beneficiary of the escrow agreement. ICANN reserves the right to withhold its consent to any Escrow Agent, escrow agreement, or any amendment thereto, all in its sole discretion.

2. **Fees**. Registry Operator must pay, or have paid on its behalf, fees to the Escrow Agent directly. If Registry Operator fails to pay any fee by the due date(s), the Escrow Agent will give ICANN written notice of such non-payment and ICANN may pay the past-due fee(s) within fifteen (15) calendar days after receipt of the written notice from Escrow Agent. Upon payment of the past-due fees by ICANN, 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.

3. **Ownership**. 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, any intellectual property rights held by Registry Operator in the Deposits will automatically be licensed to ICANN or to a party designated in writing by ICANN on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis, for any use related to the operation, maintenance or transition of the TLD.

4. **Integrity and Confidentiality**. Escrow Agent will be required to (i) hold and maintain the Deposits in a secure, locked, and environmentally safe facility, which is accessible only to authorized representatives of Escrow Agent, (ii) protect the integrity and confidentiality of the Deposits using commercially reasonable measures and (iii) keep and safeguard each Deposit for one (1) year. ICANN and Registry Operator will be provided the right to inspect Escrow Agent's applicable records upon reasonable prior notice and during normal business hours. Registry Operator and ICANN will be provided with the right to designate a third-party auditor to audit Escrow Agent's compliance with the technical specifications and maintenance requirements of this Specification 2 from time to time.

   If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposits, Escrow Agent will promptly notify the Registry Operator and ICANN unless prohibited by law. After notifying the Registry Operator and ICANN, Escrow Agent shall allow

sufficient time for Registry Operator or ICANN to challenge any such order, which shall be the responsibility of Registry Operator or ICANN; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate with the Registry Operator or ICANN to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission of a detailed request.

5. **Copies**. Escrow Agent may be permitted to duplicate any Deposit, in order to comply with the terms and provisions of the escrow agreement.

6. **Release of Deposits**. Escrow Agent will make available for electronic download (unless otherwise requested) to ICANN or its designee, within twenty-four (24) hours, at the Registry Operator's expense, all Deposits in Escrow Agent's possession in the event that the Escrow Agent receives a request from Registry Operator to effect such delivery to ICANN, or receives one of the following written notices by ICANN stating that:

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

   6.2. ICANN has not received a notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent within five (5) calendar days after the Deposit's scheduled delivery date; (a) ICANN gave notice to Escrow Agent and Registry Operator of that failure; and (b) ICANN has not, within seven (7) calendar days after such notice, received the notification from Escrow Agent; or

   6.3. ICANN has received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of failed verification of the latest escrow deposit for a specific date or a notification of a missing deposit, and the notification is for a deposit that should have been made on Sunday (i.e., a Full Deposit); (a) ICANN gave notice to Registry Operator of that receipt; and (b) ICANN has not, within seven (7) calendar days after such notice, received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of verification of a remediated version of such Full Deposit; or

   6.4. ICANN has received five notifications from Escrow Agent within the last thirty (30) calendar days notifying ICANN of either missing or failed escrow deposits that should have been made Monday through Saturday (i.e., a Differential Deposit), and (x) ICANN provided notice to Registry Operator of the receipt of such notifications; and (y) ICANN has not, within seven (7) calendar days after delivery of such notice to Registry Operator, received notification from Escrow Agent of verification of a remediated version of such Differential Deposit; or

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

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

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

6.8. pursuant to Contractual and Operational Compliance Audits as specified under Section 2.11 of the Agreement.

Unless Escrow Agent has previously released the Registry Operator's Deposits to ICANN or its designee, Escrow Agent will deliver all Deposits to ICANN upon expiration or termination of the Registry Agreement or the Escrow Agreement.

7. **Verification of Deposits**.

7.1. Within twenty-four (24) hours after receiving each Deposit or corrected Deposit, Escrow Agent must verify the format and completeness of each Deposit and deliver to ICANN a notification generated for each Deposit. Reports will be delivered electronically using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification.

7.2. If Escrow Agent discovers that any Deposit fails the verification procedures or if Escrow Agent does not receive any scheduled Deposit, Escrow Agent must notify Registry Operator either by email, fax or phone and ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification) of such nonconformity or non-receipt within twenty-four (24) hours after receiving the non-conformant Deposit or the deadline for such Deposit, as applicable. Upon notification of such verification or delivery failure, Registry Operator must begin developing modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to be delivered and pass the verification procedures and deliver such fixes to Escrow Agent as promptly as possible.

8. **Amendments**. Escrow Agent and Registry Operator shall amend the terms of the Escrow Agreement to conform to this Specification 2 within ten (10) calendar days of any amendment or modification to this Specification 2. In the event of a conflict between this Specification 2 and the Escrow Agreement, this Specification 2 shall control.

9. **Indemnity**. 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.

SPECIFICATION 3

FORMAT AND CONTENT FOR REGISTRY OPERATOR MONTHLY REPORTING

Registry Operator shall provide one set of monthly reports per gTLD, using the API described in draft-lozano-icann-registry-interfaces, see Specification 2, Part A, Section 9, reference 5, with the following content.

ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three (3) months after the end of the month to which the reports relate. Unless set forth in this Specification 3, any reference to a specific time refers to Coordinated Universal Time (UTC). Monthly reports shall consist of data that reflects the state of the registry at the end of the month (UTC).

1. **Per-Registrar Transactions Report**. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-transactions-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields per registrar:

Field #	Field name	Description
01	registrar-name	Registrar's full corporate name as registered with IANA
02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids
03	total-domains	total domain names under sponsorship in any EPP status but pendingCreate that have not been purged
04	total-nameservers	total name servers (either host objects or name server hosts as domain name attributes) associated with domain names registered for the TLD in any EPP status but pendingCreate that have not been purged
05	net-adds-1-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of one (1) year (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
06	net-adds-2-yr	number of domains successfully registered (i.e., not

		in EPP pendingCreate status) with an initial term of two(2) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
07	net-adds-3-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of three (3) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
08	net-adds-4-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of four (4) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
09	net-adds-5-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of five (5) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
10	net-adds-6-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of six (6) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
11	net-adds-7-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of seven (7) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
12	net-adds-8-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of eight (8) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
13	net-adds-9-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of nine (9) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
14	net-adds-10-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of ten (10) years (and not deleted within the add grace period). A transaction must be reported in the month

		the add grace period ends.
15	net-renews-1-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of one (1) year (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
16	net-renews-2-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of two (2) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
17	net-renews-3-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of three (3) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
18	net-renews-4-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of four (4) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
19	net-renews-5-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of five (5) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
20	net-renews-6-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of six (6) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.

21	net-renews-7-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of seven (7) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
22	net-renews-8-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of eight (8) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
23	net-renews-9-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of nine (9) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
24	net-renews-10-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of ten (10) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
25	transfer-gaining-successful	number of domain transfers initiated by this registrar that were successfully completed (either explicitly or automatically approved) and not deleted within the transfer grace period. A transaction must be reported in the month the transfer grace period ends.
26	transfer-gaining-nacked	number of domain transfers initiated by this registrar that were rejected (e.g., EPP transfer op="reject") by the other registrar
27	transfer-losing-successfully	number of domain transfers initiated by another registrar that were successfully completed (either explicitly or automatically approved)
28	transfer-losing-nacked	number of domain transfers initiated by another registrar that this registrar rejected (e.g., EPP transfer op="reject")

29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed (reported in the month where the determination happened)
30	transfer-disputed-lost	number of transfer disputes this registrar lost (reported in the month where the determination happened)
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision (reported in the month where the determination happened)
32	deleted-domains-grace	domains deleted within the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
33	deleted-domains-nograce	domains deleted outside the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests
39	attempted-adds	number of attempted (both successful and failed) domain name create commands

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report shall include totals for each column across all registrars; the first field of this line shall read "Totals" while the second field shall be left empty in that line. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

2. **Registry Functions Activity Report**. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-activity-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields:

Field #	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre-ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period
04	zfa-passwords	number of active zone file access passwords at the end of the reporting period
05	whois-43-queries	number of WHOIS (port-43) queries responded during the reporting period
06	web-whois-queries	number of Web-based Whois queries responded during the reporting period, not including searchable Whois
07	searchable-whois-queries	number of searchable Whois queries responded during the reporting period, if offered
08	dns-udp-queries-received	number of DNS queries received over UDP transport during the reporting period
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded during the reporting period
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period
11	dns-tcp-queries-responded	number of DNS queries received over TCP transport that were responded during the reporting period
12	srs-dom-check	number of SRS (EPP and any other interface) domain name “check” requests responded during the reporting period
13	srs-dom-create	number of SRS (EPP and any other interface) domain name “create” requests responded during the reporting period
14	srs-dom-delete	number of SRS (EPP and any other interface) domain name “delete” requests responded during the reporting period
15	srs-dom-info	number of SRS (EPP and any other interface) domain name “info” requests responded during the reporting period

Field #	Field Name	Description
16	srs-dom-renew	number of SRS (EPP and any other interface) domain name “renew” requests responded during the reporting period
17	srs-dom-rgp-restore-report	number of SRS (EPP and any other interface) domain name RGP “restore” requests delivering a restore report responded during the reporting period
18	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP “restore” requests responded during the reporting period
19	srs-dom-transfer-approve	number of SRS (EPP and any other interface) domain name “transfer” requests to approve transfers responded during the reporting period
20	srs-dom-transfer-cancel	number of SRS (EPP and any other interface) domain name “transfer” requests to cancel transfers responded during the reporting period
21	srs-dom-transfer-query	number of SRS (EPP and any other interface) domain name “transfer” requests to query about a transfer responded during the reporting period
22	srs-dom-transfer-reject	number of SRS (EPP and any other interface) domain name “transfer” requests to reject transfers responded during the reporting period
23	srs-dom-transfer-request	number of SRS (EPP and any other interface) domain name “transfer” requests to request transfers responded during the reporting period
24	srs-dom-update	number of SRS (EPP and any other interface) domain name “update” requests (not including RGP restore requests) responded during the reporting period
25	srs-host-check	number of SRS (EPP and any other interface) host “check” requests responded during the reporting period
26	srs-host-create	number of SRS (EPP and any other interface) host “create” requests responded during the reporting period
27	srs-host-delete	number of SRS (EPP and any other interface) host “delete” requests responded during the reporting period

Field #	Field Name	Description
28	srs-host-info	number of SRS (EPP and any other interface) host "info" requests responded during the reporting period
29	srs-host-update	number of SRS (EPP and any other interface) host "update" requests responded during the reporting period
30	srs-cont-check	number of SRS (EPP and any other interface) contact "check" requests responded during the reporting period
31	srs-cont-create	number of SRS (EPP and any other interface) contact "create" requests responded during the reporting period
32	srs-cont-delete	number of SRS (EPP and any other interface) contact "delete" requests responded during the reporting period
33	srs-cont-info	number of SRS (EPP and any other interface) contact "info" requests responded during the reporting period
34	srs-cont-transfer-approve	number of SRS (EPP and any other interface) contact "transfer" requests to approve transfers responded during the reporting period
35	srs-cont-transfer-cancel	number of SRS (EPP and any other interface) contact "transfer" requests to cancel transfers responded during the reporting period
36	srs-cont-transfer-query	number of SRS (EPP and any other interface) contact "transfer" requests to query about a transfer responded during the reporting period
37	srs-cont-transfer-reject	number of SRS (EPP and any other interface) contact "transfer" requests to reject transfers responded during the reporting period
38	srs-cont-transfer-request	number of SRS (EPP and any other interface) contact "transfer" requests to request transfers responded during the reporting period
39	srs-cont-update	number of SRS (EPP and any other interface) contact "update" requests responded during the reporting period

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. No other lines besides the ones

described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

For gTLDs that are part of a single-instance Shared Registry System, the Registry Functions Activity Report may include the total contact or host transactions for all the gTLDs in the system.

SPECIFICATION 4

REGISTRATION DATA PUBLICATION SERVICES

1. **Registration Data Directory Services**. Until ICANN requires a different protocol, Registry Operator will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the following elements in the following format. ICANN reserves the right to specify alternative formats and protocols, and upon such specification, the Registry Operator will implement such alternative specification as soon as reasonably practicable.

   Registry Operator shall implement a new standard supporting access to domain name registration data (SAC 051) no later than one hundred thirty-five (135) days after it is requested by ICANN if: 1) the IETF produces a standard (i.e., it is published, at least, as a Proposed Standard RFC as specified in RFC 2026); and 2) its implementation is commercially reasonable in the context of the overall operation of the registry.

   1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registry Operator, and of the user querying the database.

   1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as delimiters, followed by the value.

   1.3. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

   1.4. The fields specified below set forth the minimum output requirements. Registry Operator may output data fields in addition to those specified below, subject to approval by ICANN, which approval shall not be unreasonably withheld.

   1.5. **Domain Name Data:**

      1.5.1 **Query format:** whois EXAMPLE.TLD

      1.5.2 **Response format:**

      Domain Name: EXAMPLE.TLD
      Domain ID: D1234567-TLD

WHOIS Server: whois.example.tld
Referral URL: http://www.example.tld
Updated Date: 2009-05-29T20:13:00Z
Creation Date: 2000-10-08T00:45:00Z
Registry Expiry Date: 2010-10-08T00:44:59Z
Sponsoring Registrar: EXAMPLE REGISTRAR LLC
Sponsoring Registrar IANA ID: 5555555
Domain Status: clientDeleteProhibited
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Domain Status: serverUpdateProhibited
Registrant ID: 5372808-ERL
Registrant Name: EXAMPLE REGISTRANT
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP
Registrant Postal Code: A1A1A1
Registrant Country: EX
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD
Admin ID: 5372809-ERL
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION
Admin Street: 123 EXAMPLE STREET
Admin City: ANYTOWN
Admin State/Province: AP
Admin Postal Code: A1A1A1
Admin Country: EX
Admin Phone: +1.5555551212
Admin Phone Ext: 1234
Admin Fax: +1.5555551213
Admin Fax Ext:
Admin Email: EMAIL@EXAMPLE.TLD
Tech ID: 5372811-ERL
Tech Name: EXAMPLE REGISTRAR TECHNICAL
Tech Organization: EXAMPLE REGISTRAR LLC
Tech Street: 123 EXAMPLE STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: EX
Tech Phone: +1.1235551234

Tech Phone Ext: 1234
Tech Fax: +1.5555551213
Tech Fax Ext: 93
Tech Email: EMAIL@EXAMPLE.TLD
Name Server: NS01.EXAMPLEREGISTRAR.TLD
Name Server: NS02.EXAMPLEREGISTRAR.TLD
DNSSEC: signedDelegation
DNSSEC: unsigned
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.6. **Registrar Data:**

1.6.1 **Query format**: whois "registrar Example Registrar, Inc."

1.6.2 **Response format**:

Registrar Name: Example Registrar, Inc.
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: registrar@example.tld
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
Admin Contact: Joe Registrar
Phone Number: +1.3105551213
Fax Number: +1.3105551213
Email: joeregistrar@example-registrar.tld
Admin Contact: Jane Registrar
Phone Number: +1.3105551214
Fax Number: +1.3105551213
Email: janeregistrar@example-registrar.tld
Technical Contact: John Geek
Phone Number: +1.3105551215
Fax Number: +1.3105551216
Email: johngeek@example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.7. **Nameserver Data:**

1.7.1 **Query format**: whois "NS1.EXAMPLE.TLD", whois "nameserver (nameserver name)", or whois "nameserver (IP Address)"

1.7.2 **Response format:**

Server Name: NS1.EXAMPLE.TLD
IP Address: 192.0.2.123
IP Address: 2001:0DB8::1
Registrar: Example Registrar, Inc.
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.8. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers (the extension will be provided as a separate field as shown above), email addresses, date and times should conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.

1.9. In order to be compatible with ICANN's common interface for WHOIS (InterNIC), WHOIS output shall be in the format outline above.

1.10. **Searchability**. Offering searchability capabilities on the Directory Services is optional but if offered by the Registry Operator it shall comply with the specification described in this section.

1.10.1 Registry Operator will offer searchability on the web-based Directory Service.

1.10.2 Registry Operator will offer partial match capabilities, at least, on the following fields: domain name, contacts and registrant's name, and contact and registrant's postal address, including all the sub-fields described in EPP (e.g., street, city, state or province, etc.).

1.10.3 Registry Operator will offer exact-match capabilities, at least, on the following fields: registrar id, name server name, and name server's IP address (only applies to IP addresses stored by the registry, i.e., glue records).

1.10.4 Registry Operator will offer Boolean search capabilities supporting, at least, the following logical operators to join a set of search criteria: AND, OR, NOT.

1.10.5 Search results will include domain names matching the search criteria.

1.10.6 Registry Operator will: 1) implement appropriate measures to avoid abuse of this feature (e.g., permitting access only to legitimate

authorized users); and 2) ensure the feature is in compliance with any applicable privacy laws or policies.

1.11. Registry Operator shall provide a link on the primary website for the TLD (i.e., the website provided to ICANN for publishing on the ICANN website) to a web page designated by ICANN containing WHOIS policy and educational materials.

2. Zone File Access

2.1. Third-Party Access

2.1.1 **Zone File Access Agreement**. Registry Operator will enter into an agreement with any Internet user, which will allow such user to access an Internet host server or servers designated by Registry Operator and download zone file data. The agreement will be standardized, facilitated and administered by a Centralized Zone Data Access Provider, which may be ICANN or an ICANN designee (the "CZDA Provider"). Registry Operator (optionally through the CZDA Provider) will provide access to zone file data per Section 2.1.3 of this Specification and do so using the file format described in Section 2.1.4 of this Specification. Notwithstanding the foregoing, (a) the CZDA Provider may reject the request for access of any user that does not satisfy the credentialing requirements in Section 2.1.2 below; (b) Registry Operator may reject the request for access of any user that does not provide correct or legitimate credentials under Section 2.1.2 below or where Registry Operator reasonably believes will violate the terms of Section 2.1.5. below; and, (c) Registry Operator may revoke access of any user if Registry Operator has evidence to support that the user has violated the terms of Section 2.1.5 below.

2.1.2 **Credentialing Requirements**. Registry Operator, through the facilitation of the CZDA Provider, will request each user to provide it with information sufficient to correctly identify and locate the user. Such user information will include, without limitation, company name, contact name, address, telephone number, facsimile number, email address and IP address.

2.1.3 **Grant of Access**. Each Registry Operator (optionally through the CZDA Provider) will provide the Zone File FTP (or other Registry supported) service for an ICANN-specified and managed URL (specifically, <TLD>.zda.icann.org where <TLD> is the TLD for which the registry is responsible) for the user to access the Registry's zone data archives. Registry Operator will grant the user a non-exclusive, nontransferable, limited right to access Registry Operator's (optionally CZDA Provider's) Zone File hosting server, and to transfer

a copy of the top-level domain zone files, and any associated cryptographic checksum files no more than once per 24 hour period using FTP, or other data transport and access protocols that may be prescribed by ICANN. For every zone file access server, the zone files are in the top-level directory called <zone>.zone.gz, with <zone>.zone.gz.md5 and <zone>.zone.gz.sig to verify downloads. If the Registry Operator (or the CZDA Provider) also provides historical data, it will use the naming pattern <zone>-yyyymmdd.zone.gz, etc.

2.1.4 **File Format Standard**. Registry Operator (optionally through the CZDA Provider) will provide zone files using a subformat of the standard Master File format as originally defined in RFC 1035, Section 5, including all the records present in the actual zone used in the public DNS. Sub-format is as follows:

1. Each record must include all fields in one line as: <domain-name> <TTL> <class> <type> <RDATA>.

2. Class and Type must use the standard mnemonics and must be in lower case.

3. TTL must be present as a decimal integer.

4. Use of /X and /DDD inside domain names is allowed.

5. All domain names must be in lower case.

6. Must use exactly one tab as separator of fields inside a record.

7. All domain names must be fully qualified.

8. No $ORIGIN directives.

9. No use of "@" to denote current origin.

10. No use of "blank domain names" at the beginning of a record to continue the use of the domain name in the previous record.

11. No $INCLUDE directives.

12. No $TTL directives.

13. No use of parentheses, e.g., to continue the list of fields in a record across a line boundary.

14. No use of comments.

15. No blank lines.

16. The SOA record should be present at the top and (duplicated at) the end of the zone file.

17. With the exception of the SOA record, all the records in a file must be in alphabetical order.

18. One zone per file. If a TLD divides its DNS data into multiple zones, each goes into a separate file named as above, with all the files combined using tar into a file called <tld>.zone.tar.

2.1.5 **Use of Data by User**. Registry Operator will permit user to use the zone file for lawful purposes; provided that (a) user takes all reasonable steps to protect against unauthorized access to and use and disclosure of the data and (b) under no circumstances will Registry Operator be required or permitted to allow user to use the data to, (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than user's own existing customers, or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-accredited registrar.

2.1.6 **Term of Use**. Registry Operator, through CZDA Provider, will provide each user with access to the zone file for a period of not less than three (3) months. Registry Operator will allow users to renew their Grant of Access.

2.1.7 **No Fee for Access**. Registry Operator will provide, and CZDA Provider will facilitate, access to the zone file to user at no cost.

2.2. **Co-operation**

2.2.1 **Assistance**. Registry Operator will co-operate and provide reasonable assistance to ICANN and the CZDA Provider to facilitate and maintain the efficient access of zone file data by permitted users as contemplated under this Schedule.

2.3. **ICANN Access**. Registry Operator shall provide bulk access to the zone files for the TLD to ICANN or its designee on a continuous basis in the manner ICANN may reasonably specify from time to time. Access will be provided at least daily. Zone files will include SRS data committed as close as possible to 00:00:00 UTC.

2.4. **Emergency Operator Access**. Registry Operator shall provide bulk access to the zone files for the TLD to the Emergency Operators designated by ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time.

3. **Bulk Registration Data Access to ICANN**

3.1. **Periodic Access to Thin Registration Data**. In order to verify and ensure the operational stability of Registry Services as well as to facilitate compliance checks on accredited registrars, Registry Operator will provide ICANN on a weekly basis (the day to be designated by ICANN) with up-to-date Registration Data as specified below. Data will include data committed as of 00:00:00 UTC on the day previous to the one designated for retrieval by ICANN.

3.1.1 **Contents**. Registry Operator will provide, at least, the following data for all registered domain names: domain name, domain name repository object id (roid), registrar id (IANA ID), statuses, last updated date, creation date, expiration date, and name server names. For sponsoring registrars, at least, it will provide: registrar name, registrar repository object id (roid), hostname of registrar Whois server, and URL of registrar.

3.1.2 **Format**. The data will be provided in the format specified in Specification 2 for Data Escrow (including encryption, signing, etc.) but including only the fields mentioned in the previous section, i.e., the file will only contain Domain and Registrar objects with the fields mentioned above. Registry Operator has the option to provide a full deposit file instead as specified in Specification 2.

3.1.3 **Access**. Registry Operator will have the file(s) ready for download as of 00:00:00 UTC on the day designated for retrieval by ICANN. The file(s) will be made available for download by SFTP, though ICANN may request other means in the future.

3.2. **Exceptional Access to Thick Registration Data**. In case of a registrar failure, deaccreditation, court order, etc. that prompts the temporary or definitive transfer of its domain names to another registrar, at the request of ICANN, Registry Operator will provide ICANN with up-to-date data for the domain names of the losing registrar. The data will be provided in the format specified in Specification 2 for Data Escrow. The file will only contain data related to the domain names of the losing registrar. Registry Operator will provide the data as soon as commercially practicable, but in no event later than five (5) calendar days following ICANN's request. Unless otherwise agreed by Registry Operator and ICANN, the file will be made available for download by ICANN in the same manner as the data specified in Section 3.1 of this Specification.

SPECIFICATION 5

SCHEDULE OF RESERVED NAMES

Except to the extent that ICANN otherwise expressly authorizes in writing, and subject to the terms and conditions of this Specification, Registry Operator shall reserve the following labels from initial (i.e., other than renewal) registration within the TLD. If using self-allocation, the Registry Operator must show the registration in the RDDS. In the case of IDN names (as indicated below), IDN variants will be identified according to the registry operator IDN registration policy, where applicable.

1. **Example.** The ASCII label "EXAMPLE" shall be withheld from registration or allocated to Registry Operator at the second level and at all other levels within the TLD at which Registry Operator offers registrations (such second level and all other levels are collectively referred to herein as, "All Levels"). Such label may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, such withheld or allocated label shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such name without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

2. **Two-character labels**. All two-character ASCII labels shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Such labels may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator, provided that such two-character label strings may be released to the extent that Registry Operator reaches agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard. The Registry Operator may also propose the release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes, subject to approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such labels that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3. **Reservations for Registry Operations**.

    3.1. The following ASCII labels must be withheld from registration or allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: WWW, RDDS and WHOIS. The following ASCII label must be allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: NIC. Registry Operator may activate WWW, RDDS and WHOIS in the DNS, but must activate NIC in the

DNS, as necessary for the operation of the TLD. None of WWW, RDDS, WHOIS or NIC may be released or registered to any person (other than Registry Operator) or third party. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD all such withheld or allocated names shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3.2. Registry Operator may activate in the DNS at All Levels up to one hundred (100) names (plus their IDN variants, where applicable) necessary for the operation or the promotion of the TLD. Registry Operator must act as the Registered Name Holder of such names as that term is defined in the then-current ICANN Registrar Accreditation Agreement (RAA). These activations will be considered Transactions for purposes of Section 6.1 of the Agreement. Registry Operator must either (i) register such names through an ICANN-accredited registrar; or (ii) self-allocate such names and with respect to those names submit to and be responsible to ICANN for compliance with ICANN Consensus Policies and the obligations set forth in Subsections 3.7.7.1 through 3.7.7.12 of the then-current RAA (or any other replacement clause setting out the terms of the registration agreement between a registrar and a registered name holder). At Registry Operator's discretion and in compliance with all other terms of this Agreement, such names may be released for registration to another person or entity.

3.3. Registry Operator may withhold from registration or allocate to Registry Operator names (including their IDN variants, where applicable) at All Levels in accordance with Section 2.6 of the Agreement. Such names may not be activated in the DNS, but may be released for registration to another person or entity at Registry Operator's discretion. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Upon ICANN's request, Registry Operator shall provide a listing of all names withheld or allocated to Registry Operator pursuant to Section 2.6 of the Agreement. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

4. **Country and Territory Names**. The country and territory names (including their IDN variants, where applicable) contained in the following internationally recognized lists shall be withheld from registration or allocated to Registry Operator at All Levels:

4.1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European

Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union <http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm>;

4.2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World; and

4.3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names;

provided, that the reservation of specific country and territory names (including their IDN variants according to the registry operator IDN registration policy, where applicable) may be released to the extent that Registry Operator reaches agreement with the applicable government(s). Registry Operator must not activate such names in the DNS; provided, that Registry Operator may propose the release of these reservations, subject to review by ICANN's Governmental Advisory Committee and approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

5. **International Olympic Committee; International Red Cross and Red Crescent Movement**. As instructed from time to time by ICANN, the names (including their IDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at http://www.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Additional International Olympic Committee, International Red Cross and Red Crescent Movement names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Such names may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

6. **Intergovernmental Organizations**. As instructed from time to time by ICANN, Registry Operator will implement the protections mechanism determined by the

ICANN Board of Directors relating to the protection of identifiers for Intergovernmental Organizations. A list of reserved names for this Section 6 is available at http://www.icann.org/en/resources/registries/reserved. Additional names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Any such protected identifiers for Intergovernmental Organizations may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such protected identifiers shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

SPECIFICATION 6

REGISTRY INTEROPERABILITY AND CONTINUITY SPECIFICATIONS

1. **Standards Compliance**

1.1. **DNS**. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1123, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., "xn--ndk061n").

1.2. **EPP**. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 5910, 5730, 5731, 5732 (if using host objects), 5733 and 5734. If Registry Operator implements Registry Grace Period (RGP), it will comply with RFC 3915 and its successors. If Registry Operator requires the use of functionality outside the base EPP RFCs, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.

1.3. **DNSSEC**. Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 4641 and its successors. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in RFC 6841.

1.4. **IDN**. If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>,

as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines.

1.5. **IPv6**. Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow "DNS IPv6 Transport Operational Guidelines" as described in BCP 91 and the recommendations and considerations described in RFC 4472. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Specification 4 of this Agreement; e.g., Whois (RFC 3912), Web based Whois. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six (6) months after receiving the first request in writing from a gTLD accredited Registrar willing to operate with the SRS over IPv6.

2. **Registry Services**

2.1. **Registry Services**. "Registry Services" are, for purposes of the Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry DNS servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy as defined in Specification 1; (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

2.2. **Wildcard Prohibition**. For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a "Name Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry

Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

3. **Registry Continuity**

3.1. **High Availability**. Registry Operator will conduct its operations using network and geographically diverse, redundant servers (including network-level redundancy, end-node level redundancy and the implementation of a load balancing scheme where applicable) to ensure continued operation in the case of technical failure (widespread or local), or an extraordinary occurrence or circumstance beyond the control of the Registry Operator. Registry Operator's emergency operations department shall be available at all times to respond to extraordinary occurrences.

3.2. **Extraordinary Event**. Registry Operator will use commercially reasonable efforts to restore the critical functions of the registry within twenty-four (24) hours after the termination of an extraordinary event beyond the control of the Registry Operator and restore full system functionality within a maximum of forty-eight (48) hours following such event, depending on the type of critical function involved. Outages due to such an event will not be considered a lack of service availability.

3.3. **Business Continuity**. Registry Operator shall maintain a business continuity plan, which will provide for the maintenance of Registry Services in the event of an extraordinary event beyond the control of the Registry Operator or business failure of Registry Operator, and may include the designation of a Registry Services continuity provider. If such plan includes the designation of a Registry Services continuity provider, Registry Operator shall provide the name and contact information for such Registry Services continuity provider to ICANN. In the case of an extraordinary event beyond the control of the Registry Operator where the Registry Operator cannot be contacted, Registry Operator consents that ICANN may contact the designated Registry Services continuity provider, if one exists. Registry Operator shall conduct Registry Services Continuity testing at least once per year.

4. **Abuse Mitigation**

4.1. **Abuse Contact**. Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details.

4.2. **Malicious Use of Orphan Glue Records**. Registry Operator shall take action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided

with evidence in written form that such records are present in connection with malicious conduct.

5. **Supported Initial and Renewal Registration Periods**

5.1. **Initial Registration Periods**. Initial registrations of registered names may be made in the registry in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, initial registrations of registered names may not exceed ten (10) years.

5.2. **Renewal Periods**. Renewal of registered names may be made in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, renewal of registered names may not extend their registration period beyond ten (10) years from the time of the renewal.

6. **Name Collision Occurrence Management**

6.1. **No-Activation Period.** Registry Operator shall not activate any names in the DNS zone for the Registry TLD (except for "NIC") until at least 120 calendar days after the effective date of this agreement. Registry Operator may allocate names (subject to subsection 6.2 below) during this period only if Registry Operator causes registrants to be clearly informed of the inability to activate names until the No-Activation Period ends.

6.2. **Name Collision Occurrence Assessment**

6.2.1 Registry Operator shall not activate any names in the DNS zone for the Registry TLD except in compliance with a Name Collision Occurrence Assessment provided by ICANN regarding the Registry TLD. Registry Operator will either (A) implement the mitigation measures described in its Name Collision Occurrence Assessment before activating any second-level domain name, or (B) block those second-level domain names for which the mitigation measures as described in the Name Collision Occurrence Assessment have not been implemented and proceed with activating names that are not listed in the Assessment.

6.2.2 Notwithstanding subsection 6.2.1, Registry Operator may proceed with activation of names in the DNS zone without implementation of the measures set forth in Section 6.2.1 only if (A) ICANN determines that the Registry TLD is eligible for this alternative path to activation of names; and (B) Registry Operator blocks all second-level domain names identified by ICANN and set forth at <http://newgtlds.icann.org/en/announcements-and-media/announcement-2-17nov13-en> as such list may be modified by ICANN from time to time. Registry Operator may activate names pursuant to this subsection and later activate names pursuant to subsection 6.2.1.

6.2.3 The sets of names subject to mitigation or blocking pursuant to Sections 6.2.1 and 6.2.2 will be based on ICANN analysis of DNS information including "Day in the Life of the Internet" data maintained by the DNS Operations, Analysis, and Research Center (DNS-OARC) <https://www.dns-oarc.net/oarc/data/ditl>.

6.2.4 Registry Operator may participate in the development by the ICANN community of a process for determining whether and how these blocked names may be released.

6.2.5 If ICANN determines that the TLD is ineligible for the alternative path to activation of names, ICANN may elect not to delegate the TLD pending completion of the final Name Collision Occurrence Assessment for the TLD, and Registry Operator's completion of all required mitigation measures. Registry Operator understands that the mitigation measures required by ICANN as a condition to activation of names in the DNS zone for the TLD may include, without limitation, mitigation measures such as those described in Section 3.2 of the New gTLD Name Collision Occurrence Management Plan approved by the ICANN Board New gTLD Program Committee (NGPC) on 7 October 2013 as found at <http://www.icann.org/en/groups/board/documents/resolutions-new-gtld-annex-1-07oct13-en.pdf>.

6.3. **Name Collision Report Handling**

6.3.1 During the first two years after delegation of the TLD, Registry Operator's emergency operations department shall be available to receive reports, relayed by ICANN, alleging demonstrably severe harm from collisions with overlapping use of the names outside of the authoritative DNS.

6.3.2 Registry Operator shall develop an internal process for handling in an expedited manner reports received pursuant to subsection 6.3.1 under which Registry Operator may, to the extent necessary and appropriate, remove a recently activated name from the TLD zone for a period of up to two years in order to allow the affected party to make changes to its systems.

SPECIFICATION 7

MINIMUM REQUIREMENTS FOR RIGHTS PROTECTION MECHANISMS

1. **Rights Protection Mechanisms**. Registry Operator shall implement and adhere to the rights protection mechanisms ("RPMs") specified in this Specification. In addition to such RPMs, Registry Operator may develop and implement additional RPMs that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Registry Operator will include all RPMs required by this Specification 7 and any additional RPMs developed and implemented by Registry Operator in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD. Registry Operator shall implement in accordance with requirements set forth therein each of the mandatory RPMs set forth in the Trademark Clearinghouse as of the date hereof, as posted at http://www.icann.org/en/resources/registries/tmch-requirements (the "Trademark Clearinghouse Requirements"), which may be revised in immaterial respects by ICANN from time to time. Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse. If there is a conflict between the terms and conditions of this Agreement and the Trademark Clearinghouse Requirements, the terms and conditions of this Agreement shall control.

2. **Dispute Resolution Mechanisms**. Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time:

    a. the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN (posted at http://www.icann.org/en/resources/registries/pddrp and http://www.icann.org/en/resources/registries/rrdrp, respectively). Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PDDRP or RRDRP panel and to be bound by any such determination; and

    b. the Uniform Rapid Suspension system ("URS") adopted by ICANN (posted at http://www.icann.org/en/resources/registries/urs), including the implementation of determinations issued by URS examiners.

SPECIFICATION 8

CONTINUED OPERATIONS INSTRUMENT

1. The Continued Operations Instrument shall (a) provide for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6^{th}) anniversary of the Effective Date, and (b) be in the form of either (i) an irrevocable standby letter of credit, or (ii) an irrevocable cash escrow deposit, each meeting the requirements set forth in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook, as published and supplemented by ICANN prior to the date hereof (which is hereby incorporated by reference into this Specification 8). Registry Operator shall use its best efforts to take all actions necessary or advisable to maintain in effect the Continued Operations Instrument for a period of six (6) years from the Effective Date, and to maintain ICANN as a third party beneficiary thereof. If Registry Operator elects to obtain an irrevocable standby letter of credit but the term required above is unobtainable, Registry Operator may obtain a letter of credit with a one-year term and an "evergreen provision," providing for annual extensions, without amendment, for an indefinite number of additional periods until the issuing bank informs ICANN of its final expiration or until ICANN releases the letter of credit as evidenced in writing, if the letter of credit otherwise meets the requirements set forth in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook, as published and supplemented by ICANN prior to the date hereof; provided, however, that if the issuing bank informs ICANN of the expiration of such letter of credit prior to the sixth (6th) anniversary of the Effective Date, such letter of credit must provide that ICANN is entitled to draw the funds secured by the letter of credit prior to such expiration. The letter of credit must require the issuing bank to give ICANN at least thirty (30) calendar days' notice of any such expiration or non-renewal. If the letter of credit expires or is terminated at any time prior to the sixth (6th) anniversary of the Effective Date, Registry Operator will be required to obtain a replacement Continued Operations Instrument. ICANN may draw the funds under the original letter of credit, if the replacement Continued Operations Instrument is not in place prior to the expiration of the original letter of credit. Registry Operator shall provide to ICANN copies of all final documents relating to the Continued Operations Instrument and shall keep ICANN reasonably informed of material developments relating to the Continued Operations Instrument. Registry Operator shall not agree to, or permit, any amendment of, or waiver under, the Continued Operations Instrument or other documentation relating thereto without the prior written consent of ICANN (such consent not to be unreasonably withheld).

2. If, notwithstanding the use of best efforts by Registry Operator to satisfy its obligations under the preceding paragraph, the Continued Operations Instrument expires or is terminated by another party thereto, in whole or in part, for any reason, prior to the sixth anniversary of the Effective Date, Registry Operator shall promptly (i) notify ICANN of such expiration or termination and the reasons therefor and (ii) arrange for an alternative instrument that provides for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date (an "Alternative Instrument"). Any such Alternative Instrument shall be on terms no less favorable to ICANN than the Continued Operations Instrument and shall otherwise be in form and substance reasonably acceptable to ICANN.

3. Notwithstanding anything to the contrary contained in this Specification 8, at any time, Registry Operator may replace the Continued Operations Instrument with an Alternative Instrument that (i) provides for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date, and (ii) contains terms no less favorable to ICANN than the Continued Operations Instrument and is otherwise in form and substance reasonably acceptable to ICANN. In the event Registry Operator replaces the Continued Operations Instrument either pursuant to paragraph 2 or this paragraph 3, the terms of this Specification 8 shall no longer apply with respect to the original Continuing Operations Instrument, but shall thereafter apply with respect to such Alternative Instrument(s), and such instrument shall thereafter be considered the Continued Operations Instrument for purposes of this Agreement.

SPECIFICATION 9

REGISTRY OPERATOR CODE OF CONDUCT

1. In connection with the operation of the registry for the TLD, Registry Operator will not, and will not allow any parent, subsidiary, Affiliate, subcontractor or other related entity, to the extent such party is engaged in the provision of Registry Services with respect to the TLD (each, a "Registry Related Party"), to:

    a. directly or indirectly show any preference or provide any special consideration to any registrar with respect to operational access to registry systems and related registry services, unless comparable opportunities to qualify for such preferences or considerations are made available to all registrars on substantially similar terms and subject to substantially similar conditions;

    b. register domain names in its own right, except for names registered through an ICANN accredited registrar; provided, however, that Registry Operator may (a) reserve names from registration pursuant to Section 2.6 of the Agreement and (b) may withhold from registration or allocate to Registry Operator up to one hundred (100) names pursuant to Section 3.2 of Specification 5;

    c. register names in the TLD or sub-domains of the TLD based upon proprietary access to information about searches or resolution requests by consumers for domain names not yet registered (commonly known as, "front-running"); or

    d. allow any Affiliated registrar to disclose Personal Data about registrants to Registry Operator or any Registry Related Party, except as reasonably necessary for the management and operations of the TLD, unless all unrelated third parties (including other registry operators) are given equivalent access to such user data on substantially similar terms and subject to substantially similar conditions.

2. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will, or will cause such Registry Related Party to, ensure that such services are offered through a legal entity separate from Registry Operator, and maintain separate books of accounts with respect to its registrar or registrar-reseller operations.

3. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will conduct internal reviews at least once per calendar year to ensure compliance with this Code of Conduct. Within twenty (20) calendar days following the end of each calendar year, Registry Operator will provide the results of the internal review, along with a certification executed by an executive officer of Registry Operator certifying as to

Registry Operator's compliance with this Code of Conduct, via email to an address to be provided by ICANN. (ICANN may specify in the future the form and contents of such reports or that the reports be delivered by other reasonable means.) Registry Operator agrees that ICANN may publicly post such results and certification; provided, however, ICANN shall not disclose Confidential Information contained in such results except in accordance with Section 7.15 of the Agreement.

4. Nothing set forth herein shall: (i) limit ICANN from conducting investigations of claims of Registry Operator's non-compliance with this Code of Conduct; or (ii) provide grounds for Registry Operator to refuse to cooperate with ICANN investigations of claims of Registry Operator's non-compliance with this Code of Conduct.

5. Nothing set forth herein shall limit the ability of Registry Operator or any Registry Related Party, to enter into arms-length transactions in the ordinary course of business with a registrar or reseller with respect to products and services unrelated in all respects to the TLD.

6. Registry Operator may request an exemption to this Code of Conduct, and such exemption may be granted by ICANN in ICANN's reasonable discretion, if Registry Operator demonstrates to ICANN's reasonable satisfaction that (i) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliates, (ii) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.

SPECIFICATION 10

REGISTRY PERFORMANCE SPECIFICATIONS

1. **Definitions**

1.1. **DNS**. Refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.

1.2. **DNSSEC proper resolution**. There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.

1.3. **EPP**. Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

1.4. **IP address**. Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

1.5. **Probes**. Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

1.6. **RDDS**. Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of this Agreement.

1.7. **RTT**. Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

1.8. **SLR**. Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

2. **Service Level Agreement Matrix**

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)

	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

3. **DNS**

3.1. **DNS service availability**. Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from "**DNS tests**" to each of their public-DNS registered "**IP addresses**" to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.

3.2. **DNS name server availability**. Refers to the ability of a public-DNS registered "**IP address**" of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered "**IP address**" of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from "**DNS tests**" to a name server "**IP address**" during a given time, the name server "**IP address**" will be considered unavailable.

3.3. **UDP DNS resolution RTT**. Refers to the **RTT** of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.4. **TCP DNS resolution RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.5. **DNS resolution RTT**. Refers to either "**UDP DNS resolution RTT**" or "**TCP DNS resolution RTT**".

3.6. **DNS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, until the name servers of the parent domain name answer "**DNS queries**" with data consistent with the change made. This only applies for changes to DNS information.

3.7. **DNS test**. Means one non-recursive DNS query sent to a particular "**IP address**" (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a "**DNS resolution RTT**" 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the "**DNS resolution RTT**" or, undefined/unanswered.

3.8. **Measuring DNS parameters**. Every minute, every DNS probe will make an UDP or TCP "**DNS test**" to each of the public-DNS registered "**IP addresses**" of the name servers of the domain name being monitored. If a "**DNS test**" result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.

3.9. **Collating the results from DNS probes**. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

3.10. **Distribution of UDP and TCP queries**. DNS probes will send UDP or TCP "**DNS test**" approximating the distribution of these queries.

3.11. **Placement of DNS probes**. Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

4. **RDDS**

4.1. **RDDS availability**. Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

4.2. **WHOIS query RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.3. **Web-based-WHOIS query RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.4. **RDDS query RTT**. Refers to the collective of "**WHOIS query RTT**" and "**Web-based- WHOIS query RTT**".

4.5. **RDDS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

4.6. **RDDS test**. Means one query sent to a particular "**IP address**" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

4.7. **Measuring RDDS parameters**. Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered "**IP addresses**" of the servers for each RDDS service of the TLD being monitored and make an "**RDDS test**" to each one. If an "**RDDS test**" result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

4.8. **Collating the results from RDDS probes**. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

4.9. **Placement of RDDS probes**. Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

5. **EPP**

5.1. **EPP service availability**. Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with "**EPP command RTT**" 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

5.2. **EPP session-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.3. **EPP query-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

5.4. **EPP transform-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.5. **EPP command RTT**. Refers to "**EPP session-command RTT**", "**EPP query-command RTT**" or "**EPP transform-command RTT**".

5.6. **EPP test**. Means one EPP command sent to a particular "**IP address**" for one of the EPP servers. Query and transform commands, with the exception of "create", shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the "**EPP command RTT**" or undefined/unanswered.

5.7. **Measuring EPP parameters**. Every 5 minutes, EPP probes will select one "**IP address**" of the EPP servers of the TLD being monitored and make an "**EPP test**"; every time they should alternate between the 3 different types of commands and between the commands inside each category. If an "**EPP test**" result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.

5.8. **Collating the results from EPP probes**. The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

5.9. **Placement of EPP probes**. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

6. Emergency Thresholds

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement.

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime / week
DNSSEC proper resolution	4-hour total downtime / week
EPP	24-hour total downtime / week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime / week
Data Escrow	Breach of the Registry Agreement as described in Specification 2, Part B, Section 6.

7. Emergency Escalation

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between

ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

7.1. **Emergency Escalation initiated by ICANN**

Upon reaching 10% of the Emergency thresholds as described in Section 6 of this Specification, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

7.2. **Emergency Escalation initiated by Registrars**

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

7.3. **Notifications of Outages and Maintenance**

In the event that a Registry Operator plans maintenance, it will provide notice to the ICANN emergency operations department, at least, twenty-four (24) hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per its contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

8. **Covenants of Performance Measurement**

8.1. **No interference**. Registry Operator shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement

tests described in this Specification as it would to any other request from an Internet user (for DNS and RDDS) or registrar (for EPP).

8.2. **ICANN testing registrar**. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the **SLR**s described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

SPECIFICATION 11

PUBLIC INTEREST COMMITMENTS

1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on 27 June 2013 in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's website.

2. (Intentionally omitted. Registry Operator has not included commitments, statements of intent or business plans provided for in its application to ICANN for the TLD.)

3. Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN (posted at http://www.icann.org/en/resources/registries/picdrp), which may be revised in immaterial respects by ICANN from time to time (the "PICDRP"). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

    a. Registry Operator will include a provision in its Registry-Registrar Agreement that requires Registrars to include in their Registration Agreements a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.

    b. Registry Operator will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator will maintain these reports for the term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.

    c. Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.

d. Registry Operator of a "Generic String" TLD may not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person's or entity's "Affiliates" (as defined in Section 2.9(c) of the Registry Agreement). "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others.

e. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring registrants to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

f. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars at the time of registration to notify registrants of the requirement to comply with all applicable laws.

g. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring that registrants who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

h. Registry Operators will proactively create a clear pathway for the creation of a working relationship with the relevant regulatory or industry self-regulatory bodies by publicizing a point of contact and inviting such bodies to establish a channel of communication, including for the purpose of facilitating the development of a strategy to mitigate the risks of fraudulent and other illegal activities.

i. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring registrants to provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

j. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring a representation that the registrant

possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

k. If a Registry Operator receives a complaint expressing doubt with regard to the authenticity of licenses or credentials, Registry Operators should consult with relevant national supervisory authorities, or their equivalents regarding the authenticity.

l. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring registrants to report any material changes to the validity of the registrants' authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

SPECIFICATION 12

COMMUNITY REGISTRATION POLICIES

Registry Operator shall implement and comply with all community registration policies described below and/or attached to this Specification 12. In the event Specification 12 conflicts with the requirements of any other provision of the Registry Agreement, such other provision shall govern.

Eligibility

All registrants within this TLD will be vetted prior to registration to ensure that they meet all applicable regulatory standards, including pharmacy licensure, drug authenticity, and valid prescription requirements. Eligible registrants will demonstrate compliance with the laws of the jurisdiction in which they are based, as well as in all jurisdictions in which they conduct business. In addition, the Registry Operator will incorporate both active and passive safeguards into its operation to ensure that these registrants continue to abide by the terms and conditions set forth in their registration agreements. Registrants found to be out of compliance with these terms and conditions will be denied a TLD domain name, or will have their existing TLD domain name revoked. In the event that a domain name is denied or revoked, registrants will have access to an appeal process. Details of this appeal process have yet to be finalized but will be modeled on the appeals process used by Registry Operator for its many accreditation programs.

Name Selection

Registry Operator will implement policies related to Name Selection Criteria that will apply to all registrants within the TLD. The initial Name Selection Criteria will require that domain name registrations correspond to a trademark, service mark, or business name of the registrant. This criteria will limit registrants from registering domain names that could lead to confusion regarding the products and/or services provided through that website.

Registry Operator will consult with the community on how to best potentially allocate generic and/or geographic terms that are relevant to the community. Notwithstanding this reservation, Registry Operator could elect to register and use domain names to develop information portals to provide a community service and help raise awareness of the TLD initiative.

Content/Use Restrictions

Registry Operator will have an Authorized Usage Policy that will govern how a registrant may use its registered domain name(s). A draft framework of this policy is as follows:

All TLD domain names must be used to serve the needs of the TLD community. By registering a name in this TLD, the registrant agrees to be bound by the terms of this Acceptable Use Policy (AUP). Registrant may not:

a. Use domain names for any purposes that are prohibited by the laws of the jurisdiction(s) in which registrant does business, or any other applicable law.

b. Use domain names for any purposes or in any manner that violates a statute, rule, or law governing use of the Internet and/or electronic commerce (specifically including “phishing,” "pharming,” and distributing Internet viruses and other destructive activities).

c. Use domain names for the following types of activity:

    i. Violation of the privacy or publicity rights of another member of the pharmacy community or any other person or entity, or breach of any duty of confidentiality that registrant owes to another member of the TLD community, or any other person or entity;
    ii. Promotion of or engagement in hate speech; hate crime; terrorism; violence against people, animals, or property; or intolerance of or against any protected class;
    iii. Promotion of or engagement in defamatory, harassing, abusive, or otherwise objectionable behavior;
    iv. Promotion of or engagement in child pornography or the exploitation of children;
    v. Promotion of or engagement in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
    vi. Infringement on the intellectual property rights of another member of the TLD community, or any other person or entity;
    vii. Engagement in activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;
    viii. Interference with the operation of the TLD or services offered by Registry Operator;
    ix. Installation of any viruses, worms, bugs, Trojan horses, or other code, files, or programs designed to, or capable of, disrupting, damaging, or limiting the functionality of any software or hardware; or distributing false or deceptive language, or unsubstantiated or comparative claims, regarding Registry Operator;
    x. Registration of TLD domain names for the purpose of reselling or transferring those domain names.

Enforcement

Registry Operator is committed to bringing all of its available resources to timely investigate and resolve any abusive activity and/or non-compliance within the TLD

namespace. The first prerequisite is the need to verify the authenticity of the request. Therefore, Registry Operator will undertake a preliminary analysis to verify if a complaint has been received from a trusted/verified source. In making this initial determination, Registry Operator will rely upon internal and external staffing. While Registry Operator does not anticipate a high volume of complaints, Registry Operator will prioritize the complaints that it receives based on the source of the complaint, as well as the subject matter of the concern.

Registry Operator will prioritize all investigations in a similar manner as identified in the preceding section. While Registry Operator staffing levels are suitable to handle expected volumes of complaints and the associated verification/investigation/remediation/follow-up tasks, Registry Operator has access to external consultants to supplement its needs.

Registry Operator commits to providing a preliminary investigation status update within one business day following verification in connection with complaints from legitimate law enforcement agencies. In connection with third-party complaints involving security, stability, or criminal activity, Registry Operator will use commercially reasonable efforts to provide a preliminary investigation status update within three business days of verification, and will follow a similar three business day time frame to provide any subsequent follow-up regarding the investigation. In connection with third-party complaints that do not involve security, stability, or criminal activity, Registry Operator will use commercially reasonable efforts to provide a preliminary investigation status update within five business days of verification, and will follow a similar five business day time frame to provide any subsequent follow-up regarding the investigation.

Registry Operator is fully committed to tackling abusive and/or non-compliant activity within the TLD namespace, including, but not limited to, domain name suspension and or cancelation. Registry Operator has developed the following remediation plan:

In connection with credible threats that significantly impact or threaten the security and/or stability of the Internet or of the namespace, or which cause direct and material harm to others, Registry Operator's default option will be to suspend the domain name within 12 hours of completing a preliminary investigation. The only exception would occur in a case where Registry Operator, after consulting with its team of legal, technical, and policy advisors (both internal and external), decided that there was a compelling reason not to suspend the domain name. In such cases, Registry Operator will communicate this decision and an explanation will be provided to either law enforcement or the third party.

In all other complaints, Registry Operator will seek to resolve the matter through an escalated notification process: email, telephone, certified mail. While Registry Operator is committed to ensuring registrant compliance, Registry Operator wants to avoid prematurely suspending and/or cancelling a domain name that may have a larger impact on a much larger community of users. Similar to the procedure outlined above, Registry Operator will consult with its team of legal, technical, and policy advisors before deciding to suspend/cancel a domain name. During this time, Registry Operator will remain in dialogue with the original third-party complainant.

Registry Operator does not view its commitment to the community as ending after a threat has been neutralized. Instead, Registry Operator will follow up in connection with each complaint to either re-activate a domain name after the abusive/non-compliant activity has been resolved, or help educate the registrant as to how to avoid future remediation.

Exhibit 12.21

Exhibit 12.21

New Generic Top-Level Domains

SUNRISE DETAILS

Sunrise Details

<< Back to Sunrise and Claims Search (/program-status/sunrise-claims-periods)

PHARMACY

Registry Information

Name: National Association of Boards of Pharmacy

Registry URL: safe.pharmacy (http://safe.pharmacy)

Important Dates

Sunrise Type: End Date Sunrise

Sunrise Period: 15 January 2015 to 16 March 2015

Trademark Claims Period: 03 June 2015 to 01 September 2015

Additional Periods

Limited Registration Period: NABP Programs Registration Periods - 17 Mar 2015 to 1 Apr 2015

Qualified Launch Program: NABP Member's Limited Registration Period - 4 Dec 2014 to 16 Dec 2014

Limited Registration Period: Dispensing Pharmacies Period - 30 Apr 2015 to 2 Jun 2015

Registration Requirements

Trademark Issuance (Eligibility for sunrise registrations is limited to trademarks issued before a specified date.):

None

Trademark Jurisdiction Requirements (Eligibility for sunrise registrations is limited to trademarks issued by one or more specified jurisdictions.):

None

Trademark Class Requirements (Eligibility for sunrise registrations is limited to trademarks in one or more specified classes of goods or services.):

None

Local Presence Requirements (TLD requires some form of local presence or nexus to a specified location for eligibility to register names.):

None

Extra Documentation Requirements:

None

Additional Information

- pharmacy Terms Conditions V 2 6Jan2015.pdf (http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEdMZm1uRUFE)
- RegistrantEligibility.pdf (http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEZEOVNWRUFU)
- DotPharmacy Launch Plan.pdf (http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEZEOVNaRUFU)
- pograms&Standards.pdf (http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEZEOVN0RUFE)
- AuthorizedUsagePolicy.pdf (http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEZEOVNvRUFE)

Site Map

Exhibit 12.22

Exhibit 12.22

.pharmacy™

Committed to Safe Online Pharmacy

.PHARMACY Registry WHOIS Data

Search Criteria: Domain Name equal to MERCK.PHARMACY

Domain Name:	MERCK.PHARMACY
Domain ID:	D6025-PHARMACY
Sponsoring Registrar:	Lexsynergy Limited
Sponsoring Registrar IANA ID:	1466
Registrar URL(registration services):	www.lexsynergy.com
Domain Status:	clientDeleteProhibited
Domain Status:	clientTransferProhibited
Domain Status:	clientUpdateProhibited
Domain Status:	inactive
Registrant Contact ID:	LEX-7YY-1KGN
Registrant Contact Name:	David Taylor
Registrant Contact Organization:	Merck Sharp and Dohme Corp
Registrant Contact Address1:	One Merck Drive
Registrant Contact Address2:	
Registrant Contact Address3:	
Registrant Contact City:	Whitehouse Station
Registrant Contact State/Province:	New Jersey
Registrant Contact Postal Code:	08889
Registrant Contact Country:	France
Registrant Contact Country Code:	FR
Registrant Contact Phone Number:	Contact Information Redacted
Registrant Contact Facsimile Number:	Contact Information Redacted
Registrant Contact Email:	Contact Information Redacted
Administrative Contact ID:	LEX-7YY-1KGN
Administrative Contact Name:	David Taylor
Administrative Contact Organization:	Merck Sharp and Dohme Corp
Administrative Contact Address1:	One Merck Drive
Administrative Contact Address2:	
Administrative Contact Address3:	
Administrative Contact City:	Whitehouse Station
Administrative Contact State/Province:	New Jersey
Administrative Contact Postal Code:	08889
Administrative Contact Country:	France
Administrative Contact Country Code:	FR
Administrative Contact Phone Number:	Contact Information Redacted
Administrative Contact Facsimile Number:	Contact Information Redacted
Administrative Contact Email:	Contact Information Redacted
Billing Contact ID:	LEX-1-1PXG
Billing Contact Name:	Domain Name Department
Billing Contact Organization:	Lexsynergy Limited
Billing Contact Address1:	130 Hampstead House
Billing Contact Address2:	176 Finchley Road

Billing Contact Address3:	
Billing Contact City:	London
Billing Contact State/Province:	
Billing Contact Postal Code:	NW3 6BT
Billing Contact Country:	UNITED KINGDOM
Billing Contact Country Code:	GB
Billing Contact Phone Number:	Contact Information Redacted
Billing Contact Facsimile Number:	Contact Information Redacted
Billing Contact Email:	Contact Information Redacted
Technical Contact ID:	LEX-7YY-1KGN
Technical Contact Name:	David Taylor
Technical Contact Organization:	Merck Sharp and Dohme Corp
Technical Contact Address1:	One Merck Drive
Technical Contact Address2:	
Technical Contact Address3:	
Technical Contact City:	Whitehouse Station
Technical Contact State/Province:	New Jersey
Technical Contact Postal Code:	08889
Technical Contact Country:	France
Technical Contact Country Code:	FR
Technical Contact Phone Number:	Contact Information Redacted
Technical Contact Facsimile Number:	Contact Information Redacted 6
Technical Contact Email:	Contact Information Redacted
Created by Registrar:	Lexsynergy Limited
Last Updated by Registrar:	Lexsynergy Limited
Domain Registration Date:	2015-04-30T14:27:26Z
Domain Expiration Date:	2016-04-29T23:59:59Z
Domain Last Updated Date:	2015-04-30T14:27:27Z
DNSSEC:	unsigned

>>>> Whois database was last updated on : 2015-05-21T12:31:08Z <<<<<

The National Association of Boards of Pharmacy (NABP), the Registry Operator for .pharmacy, has collected this information for the WHOIS database through ICANN-Accredited Registrars. This information is provided to you for informational purposes only and is designed to assist persons in determining contents of a domain name registration record in the .pharmacy registry database. NABP makes this information available to you "as is" and, to fullest extent permissible under applicable law, without any warranty.

To the fullest extent permissible pursuant to applicable federal, state or local law, NABP, its members, officers, directors, employees, contractors, authorized representatives, affiliates and assigns, and any other party involved in the developing, producing, or delivering this website are not liable for any direct, incidental, consequential, indirect, or punitive damages arising out of a user's access to, or use of, WHOIS data or for a user's purchase or use of any third party products or services offered herein or linked herein. By submitting a WHOIS query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data: (1) to allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, telephone, or other medium; (2) in contravention of any applicable law including, but not limited to, data and privacy protection acts; or (3) to enable high volume, automated, electronic processes that apply to the registry (or its systems).

Compilation, repackaging, dissemination, or other use of the WHOIS database in its entirety, or of a substantial portion thereof, is not allowed without the prior written permission of NABP.

By accessing or using the WHOIS system, you agree that all disputes in connection with your access or use of the WHOIS systems are submitted to the exclusive jurisdiction of the courts located in Cook County in the State of Illinois.

NOTE: FAILURE TO LOCATE A RECORD IN THE WHOIS DATABASE IS NOT INDICATIVE OF THE AVAILABILITY OF A DOMAIN NAME. Also, some WHOIS data may not be available due to data protections required by the United Kingdom, European Union, or other jurisdictions.

NABP reserves the right to restrict or terminate your access to the data if you fail to abide by one or more of these

Terms of Use. NABP reserves the right to modify these Terms at any time without prior or subsequent notification of any kind. By executing this query, in any manner whatsoever, you agree to abide and be bound by these Terms. Abuse of the .pharmacy WHOIS system through data mining will be mitigated by limiting query access.

Access to WHOIS data will be blocked if the requester is in violation of or has violated this WHOIS Terms of Use Policy, or any NABP policy, ICANN requirement, or law applicable to .pharmacy or WHOIS data. At NABPs' sole discretion, individual Internet protocol (IP) addresses or IP ranges may be prevented from accessing WHOIS data to prevent disruption of WHOIS service access.

The WHOIS service may be scheduled for downtime during production, testing, or evaluation maintenance periods without prior notice.

Exhibit 12.23

Exhibit 12.23

About Us

Who is leading this program?

Coalition Support

The National Association of Boards of Pharmacy (http://www.nabp.net/)® (NABP®), the impartial professional organization that supports the state boards of pharmacy in protecting public health, is spearheading the .pharmacy initiative. NABP received support on many levels from stakeholders who believe NABP to be the best equipped to establish the .pharmacy domain as a secure and trustworthy destination where consumers around the globe can be sure they are buying medications from legitimately operating online pharmacies.

Leaders

Contributed $100,000 or more to support the initiative.

- Eli Lilly and Company
- Merck & Co, Inc
- Pfizer Inc

Advocates

Contributed $25,000 or more to support the initiative.

- Gilead
- Janssen Therapeutics

Endorsers

Submitted letter of support to ICANN or otherwise publically expressed support.

- Amgen Inc
- Alliance for Safe Online Pharmacies
- British Brands Group
- Boehringer Ingelheim
- Drugsdepot.com
- DrugSource, Inc
- EnforceTheAct.org
- European Alliance for Access to Safe Medicines
- Indiana Board of Pharmacy
- International Pharmaceutical Federation
- Ipsen Pharma
- LegitScript
- National Association of Pharmacy Regulatory Authorities
- North Dakota State Board of Pharmacy
- Novo Nordisk, Inc
- Rx Direct, Inc
- Sanofi

For more information on how your organization can support NABP's .pharmacy initiative, email info@safe.pharmacy (mailto:info@safe.pharmacy).

Exhibit 13

Exhibit 13

From: Registry Safe-Pharmacy
Sent: Wednesday, August 3, 2016 9:55 AM
To: Torsten Bettinger <Contact Information Redacted
Cc: Jonas Koelle <Contact Information Redacted Registry Safe-Pharmacy
<Contact Information Redacted
Subject: Re: PICDRP Conference

Dr. Bettinger,

Thank you for your time this afternoon.

We will forward the email exchange to ICANN for its review and confirmation that the PICDRP conference was held.

Marty Allain
.pharmacy Senior Manager
NABP

From: Torsten Bettinger <Contact Information Redacted
Sent: Wednesday, August 3, 2016 9:52 AM
To: Registry Safe-Pharmacy
Cc: Jonas Koelle
Subject: AW: PICDRP Conference

Mr. Allain,

Many thanks for this information. I will discuss with my client how to proceed.
Dr. Torsten Bettinger
Rechtsanwalt
Fachanwalt für Informationstechnologie
Fachanwalt für gewerblichen Rechtsschutz

Bettinger Scheffelt
Kobiako von Gamm
Partnerschaft mbB

Contact Information Redacted

Bavariaring 14, 80336 München
Contact Information Redacted
www.bettinger.de

Partnerschaft mbB
Bavariaring 14
D-80336 München

E-Mail:Contact Information Redacted
Contact Information Redacted

www.bettinger.de

Von: Registry Safe-Pharmacy [mailto:Contact Information Redacted
Gesendet: Mittwoch, 3. August 2016 16:47
An: Torsten Bettinger <Contact Information Redacted
Cc: Jonas Koelle <Contact Information Redacted Registry Safe-Pharmacy <Contact Information Redacted
Betreff: Re: PICDRP Conference

Dr. Bettinger,

All of our .pharmacy application reviews, in Sunrise and in GA thereafter, are based on information provided by the applicant as submitted in the .pharmacy application as well as publicly available information on the website.

Both Merck KGaA and Merck Sharp & Dohme applications and submitted websites were reviewed in the same manner applying the objective criteria referenced below.

Marty Allain
.pharmacy Senior Manager
NABP

From: Torsten Bettinger <Contact Information Redacted
Sent: Wednesday, August 3, 2016 9:39 AM
To: Registry Safe-Pharmacy

Cc: Jonas Koelle
Subject: AW: PICDRP Conference

Mr. Allain,

I am doubtful that the information on the applicants' websites are a sufficient factual basis for NABP's decision to resolve this conflict as this kind of information is not necessarily made publicly available over the Internet. Did both companies websites contain information related to the criteria applied? Did you verify the information which was available on Merck Sharp & Dohm's website?
I
Dr. Torsten Bettinger
Rechtsanwalt
Fachanwalt für Informationstechnologie
Fachanwalt für gewerblichen Rechtsschutz

Bettinger Scheffelt
Kobiako von Gamm
Partnerschaft mbB
Contact Information Redacted

Bavariaring 14, 80336 München
Contact Information Redacted
www.bettinger.de

Partnerschaft mbB
Bavariaring 14
D-80336 München

E-Mail: Contact Information Redacted
Contact Information Redacted

www.bettinger.de

Von: Registry Safe-Pharmacy [mailto: Contact Information Redacted
Gesendet: Mittwoch, 3. August 2016 16:24
An: Torsten Bettinger <Contact Information Redacted
Cc: Contact Information Redacted Registry Safe-Pharmacy <Contact Information Redacted
Betreff: Re: PICDRP Conference

Dr. Bettinger,

Application of the criteria is almost entirely based on a website review, which was conducted as a part of your Sunrise application. Criteria again listed here:

1. Number of accurate consumer resources (web pages, sections, articles, tools) that applicant website provides addressing:
    a. Patient health care
    b. Disease state management
    c. Medication safety in general (e.g. safe disposal, misuse and abuse)
    d. buying prescription medications safely online
2. Applicant holds voluntary accreditations or certifications demonstrating public health compliance
3. Applicant has demonstrated support of the .pharmacy initiative and its mission to protect
   the public health

A request for additional information, outside of the application itself, was not a part of the review process.

Thank you.

Marty Allain
.pharmacy Senior Manager
NABP

From: Torsten Bettinger <Contact Information Redacted
Sent: Wednesday, August 3, 2016 9:16 AM
To: Registry Safe-Pharmacy
Subject: AW: PICDRP Conference

Good afternoon Mr. Allain,

thank you for providing us with this information.
As the criteria you mentioned were not publicly available or disclosed to Merck KGaA we wonder on what factual basis the decision to register the domain name <merck.pharmacy> for the Merck Sharp and Dohme Corp. was taken.

As far as I know, Merck KGaA has never been asked to provide NABP with information related to these criteria.
We therefore believe that if such criteria were in fact applied by NABP this would also indicate that NABP's action were not objective and non-discriminatory.

Dr. Torsten Bettinger
Rechtsanwalt
Fachanwalt für Informationstechnologie

Fachanwalt für gewerblichen Rechtsschutz

BETTINGER
Rechtsanwälte · Patentanwälte

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Bavariaring 14
D-80336 München

E-Mail: Contact Information Redacted
Contact Information Redacted

www.bettinger.de

Von: Registry Safe-Pharmacy [mailto:Contact Information Redacted
Gesendet: Mittwoch, 3. August 2016 16:02
An: Contact Information Redacted
Cc: Torsten Bettinger <Contact Information Redacted Registry Safe-Pharmacy <Contact Information Redacted
Betreff: PICDRP Conference

Good afternoon Mr Kölle,

Thank you for agreeing to conference with us, the National Association of Boards of Pharmacy (NABP), to attempt to resolve the Public Interest Commitment Dispute (PICD). We noted that the basis of the issue raised in the PICD was previously raised by Merck KGaA on May 15, 2015. The complaint states "NABP has not provided or submitted to ICANN any policy on which it has relied to terminate Merck KGaA's Sunrise application, in violation of 2.1.2 of the Rights Protection Mechanism
(RPM) Requirements." As Merck KGaA has already acknowledged, on August 13, 2015 ICANN closed the initial complaint Merck KGaA raised. In closing the complaint, ICANN determined that NABP was not in violation of the Registry Agreement, which included the Public Interest Commitment. NABP

recognizes that ICANN suggested to Merck KGaA that it could invoke the Public Interest Commitment
Dispute Resolution Procedure (PICDRP) as a potential means to resolve its claim of harm by the alleged noncompliance with Specification 11 of the Registry Agreement.

NABP seeks to expediently conclude this matter. Although NABP neither had, nor has an obligation to
provide the criteria it used to resolve a case of contention between two eligible applicants for the same .pharmacy domain name during the Trademark Clearinghouse Sunrise Registration period (TCSRP), NABP elects to disclose the criteria to Merck KGaA in furtherance of its goal to close out this
disagreement.

The criteria were confidentially provided to and approved by ICANN. Furthermore, ICANN agreed NABP
did not have an obligation to publish the criteria prior to, during, or after TCSRP. NABP was concerned
that disclosure of the criteria could have resulted in applicants temporarily enhancing their websites for
the sole purpose of garnering the domain. NABP applied the criteria to each applicant website to determine which was more closely aligned with the public health mission of the .pharmacy program and,
accordingly, which would prevail in a contention between two eligible applicants. The following objective criteria were used to determine the applicant that was more closely aligned with that mission:

1. Number of accurate consumer resources (web pages, sections, articles, tools) that applicant website provides addressing:
    a. Patient health care
    b. Disease state management
    c. Medication safety in general (e.g. safe disposal, misuse and abuse)
    d. buying prescription medications safely online
2. Applicant holds voluntary accreditations or certifications demonstrating public health compliance
3. Applicant has demonstrated support of the .pharmacy initiative and its mission to protect
    the public health

Merck KGaA is welcome to submit a new application with application fee for any other currently available .pharmacy domain.

Marty Allain
.pharmacy Senior Manager
NABP

Exhibit 14

Exhibit 14

Von: Compliance Tickets [mailto:compliance-tickets@icann.org]
Gesendet: Donnerstag, 8. September 2016 20:03
An: Contact Information Redacted
Cc: Torsten Bettinger <Contact Information Redacted
Betreff: [~ZYK-367-87515]: PICDRP complaint re: pharmacy closed

Dear Merck KGaA,

Thank you for submitting a PICDRP complaint concerning the top-level domain pharmacy. In accordance with Section 3.4 of the PICDRP and upon completion of its compliance investigation, ICANN has decided to take no further action on this PIC Report.

ICANN has determined that the registry operator complied with applicable items in Part A of the PICDRP and has not violated Specification 11, Section 3(c) of the registry agreement (RA). Specifically, the registry operator's published application instructions indicated openly and clearly that all applicants' proposed website content would be subject to review. Similarly, the registry operator's published Sunrise Dispute Resolution Policy (SDRP) transparently addressed resolution of trademark disputes for Sunrise registrations.

The detailed review criteria used to resolve the contention for the registration of the domain name <merck.pharmacy> was part of an operational procedure that the registry operator applied to both applicants' websites and was consistent with .pharmacy's community restrictions in Specification 12 of the RA. As the internal operational procedure does not conflict with ICANN's agreements and policies, it is deemed outside of ICANN's scope of enforcement.

ICANN considers this matter now closed. If you require future assistance, please submit a new complaint to ICANN at http://www.icann.org/resources/compliance/complaints .

Please do not reply to this email (replies to closed complaints are not monitored by ICANN staff).

ICANN is requesting your feedback on this closed complaint. Please complete this optional survey at https://www.surveymonkey.com/s/8F2Z6DP .

Sincerely,

ICANN Contractual Compliance

Ticket Details

Ticket ID: ZYK-367-87515
Department: PIC-DRP
Type: Issue
Status: Manual Process
Priority: Normal

Exhibit 15

.pharmacy Terms and Conditions

Exhibit 15

Please read these terms and conditions (T&C) carefully. The T&C describe the rights and obligations of the National Association of Boards of Pharmacy® ("NABP®") and 1) the applicant submitting a .pharmacy domain application to NABP ("Applicant"); and 2) the Applicant if its .pharmacy application is approved by NABP or Applicant, or a third party such as an assignee, if it acquires a .pharmacy domain name registration (collectively "Registrant"). Applicant and Registrant may be collectively referred to as "Customer." NABP, Applicant, Registrant, or Customer are each a "Party" and collectively are "Parties." By submitting an application for a .pharmacy domain or acquiring a .pharmacy domain name, Customer agrees to comply with these T&C.

NABP is approved by the Internet Corporation for Assigned Names and Numbers ("ICANN") as the registry for .pharmacy. NABP is a 501(c)(3) nonprofit corporation located at 1600 Feehanville Drive, Mount Prospect, IL 60056, United States of America. NABP operates the .pharmacy Top-Level Domain (TLD) Program in furtherance of its mission to support its member boards of pharmacy in protecting public health.

Now, therefore, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, NABP and Customer agree to the following terms:

1. INFORMATION & MONITORING

1.1 NABP reserves the right to review any and all information available to it to determine whether Applicant complies with the T&C, Registrant Eligibility requirements, Program Standards, the Authorized Usage Policy, and .pharmacy TLD Program requirements published on www.safe.pharmacy or its successor site(s) (collectively "Standards"). Information that NABP may review about Customer includes, but is not limited to, the information provided in the application, information provided to NABP by Applicant or that NABP obtains or receives, whether through the .pharmacy TLD Program, one or more accreditation programs, or any other NABP program, publically available information, information available through proprietary sources, and information that NABP learns from its own investigations. For all applications, NABP reserves the right to request additional information or documentation from the Customer. Such information shall not be disclosed by NABP unless: (a) the information is publicly available; (b) the information is legally required to be disclosed; (c) NABP, its employees, or contractors believe in good faith that a Customer, its owners, or its affiliates engaged in or are engaging in conduct that violates these T&C, state, federal, country, or regional law, or ICANN requirements; or (d) as otherwise permitted under these T&C or required for NABP to perform its obligations under these T&C or as a registry for the .pharmacy domain. If NABP notifies its member boards of pharmacy or appropriate state, federal, country, or regional regulatory or law enforcement authorities, or ICANN, NABP agrees to notify Customer to the extent permitted by law. Please note that notwithstanding anything to the contrary in the T&C, NABP may utilize contractors or agents to perform any of its activities or obligations under these T&C.

1.2 If NABP approves the .pharmacy domain application, Registrant agrees to notify NABP of any changes to the information provided to NABP via the .pharmacy application or other NABP-designated document including, but not limited to, change in pharmacist-in-charge, change in ownership, change in facility name, change in facility location, or the filing or disposition of any disciplinary action.

1.3 By receiving NABP approval for a .pharmacy domain, Registrant understands that it may be, and agrees to be, subject to regular monitoring for compliance with the Standards.

2. .pharmacy REGISTRANT ELIGIBILITY STANDARDS, AUTHORIZED USAGE POLICY AND PROGRAM REQUIREMENTS, AND WITHDRAWAL

Customer agrees to comply with the .pharmacy Registrant Eligibility Requirements and Program Standards (collectively, "RES"), the .pharmacy Authorized Usage Policy ("AUP"), and program requirements published at the www.safe.pharmacy site or its successor site(s), which are hereby incorporated into the T&C by reference. Customer agrees that NABP may, at its sole discretion, amend the RES, AUP, or program requirements. If NABP amends the RES, AUP, or program requirements, NABP will notify Customer by sending a notification to the contact e-mail account provided by Customer in its .pharmacy domain application. NABP will allow a reasonable amount of time to comply with the amended RES, AUP, or program requirements, unless the amendment pertains to an ICANN requirement, law, or regulation that requires Customer's immediate compliance. Customer may elect to withdraw the .pharmacy domain application, decline to register the NABP-approved .pharmacy domain, or discontinue using the .pharmacy domain that it registered (collectively "Withdrawal"). In any case of Withdrawal, Customer agrees to provide written notice of Withdrawal to NABP and the applicable Registrar. Following receipt of the notice of

Withdrawal, NABP shall delete the .pharmacy domain no later than thirty (30) days after receipt of the notice of Withdrawal, unless, in the case of discontinuation of use of a .pharmacy domain, NABP and Registrant agree in writing to a different date of deletion for the .pharmacy domain. Customer agrees to discontinue use of the .pharmacy domain for which it submitted the notice of Withdrawal. The T&C will terminate on the date that NABP deletes the .pharmacy domain. NABP will return the .pharmacy domain name, which was the basis for Customer's application, to the general pool of .pharmacy domains.

3. APPLICATION DENIAL OR CLOSURE

3.1 NABP reserves the right to refuse to consider any domain application on the basis that the requested domain is the subject of a previous application, in NABP's sole discretion. Pursuant to the United States Anticybersquatting Consumer Protection Act of 1999 or other applicable laws or ICANN requirements, NABP may deny an application or delete, remove, transfer, disable, forfeit, or cancel a domain if the domain name is identical to, confusingly similar to, or dilutive of another's trademark.

3.2 Upon Applicant's submission of a complete, accurate, and truthful .pharmacy application and payment of the then-current application fee, NABP and/or one of its contactors will review the application to assess Applicant's compliance with the Standards. If NABP obtains information indicating that Applicant violated or does not comply with the Standards, NABP will send Applicant a written notice of intent to deny the application to register the .pharmacy domain ("Notice of Intent to Deny") and the reason(s) therefor. The Applicant shall have thirty (30) days from the date of the Notice of Intent to Deny to respond. If Applicant does not timely respond, then NABP will send written notification to Applicant that its .pharmacy application is denied ("Denial Notice"). If Applicant responds, NABP will review Applicant's response and any additional relevant information that the Applicant provides in response to the Notice of Intent to Deny. After its review, if NABP determines that Applicant did not violate and is in compliance with the Standards, then NABP will rescind the Notice of Intent to Deny by approving Applicant to register the .pharmacy domain for which Applicant applied and issuing Applicant a registration token. After its review, if NABP determines that Applicant violated the Standards or is not in compliance with the Standards, NABP will send Applicant a Denial Notice. Denial Notices and NABP's decision to deny the .pharmacy application are final and NABP will not reconsider any of its decisions. The T&C terminate effective on the date of the Denial Notice. Following the Denial Notice, NABP will return the .pharmacy domain name for which the Applicant had applied to the general pool of .pharmacy domains. If Applicant reapplies, it must correct all non-compliances described in Notice of Intent to Deny and meet all then-applicable Standards. If Applicant reapplies for the same or a different .pharmacy domain, NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

3.3 If NABP has questions about an application or needs additional information, then NABP may send a written request to the Applicant identifying the specific questions or information requested. The Applicant shall have thirty (30) days to respond to the NABP request. If Applicant does not respond to the request for information, then NABP shall close the application and send a "Notice of Application File Closure," and the .pharmacy domain will be placed in the general pool of .pharmacy domains. If Applicant responds, NABP will review Applicant's response and any additional relevant information that the Applicant provides in response to the NABP request. After its review, if NABP determines that Applicant meets the Standards, then NABP will approve Applicant's .pharmacy domain application and issue a registration token. After its review, if NABP determines that Applicant does not meet the Standards, then NABP will send Applicant a Notice of Application File Closure. Notices of Application File Closure and NABP's decision to close Applicant's .pharmacy application file are final and NABP will not reconsider any of its decisions. The T&C terminate effective the date of the Notice of Application File Closure. A refund will be issued only per the Refund Policy in these T&C. Following the Notice of Application File Closure, NABP will return the .pharmacy domain name to the general pool of .pharmacy domains. If Applicant reapplies, it must answer all NABP questions or provide the information that NABP requested in connection with the Applicant's previous .pharmacy application and meet all current Standards. Applicant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

3.4 If NABP receives two or more complete applications for the same domain from different Applicants, and the completed application received first in time is approved, the application(s) received subsequently will be closed by NABP. NABP shall send a "Notice of Application Closure" to the Applicant. A refund will be issued only per the Refund Policy in these T&C. Applicant may reapply for a different domain.

4. REGISTRATION & REGISTRATION TOKEN

Upon approval of a .pharmacy domain, NABP will provide Registrant with an electronic registration token. Using the electronic registration token, Registrant must register the .pharmacy domain requested, within sixty (60) days of approval, with an authorized .pharmacy registrar ("Registrar"). A list of authorized .pharmacy Registrars may be found at www.safe.pharmacy or successor site(s). If Registrant fails to register the .pharmacy domain within sixty (60) days of being approved, the Registrant will forfeit that .pharmacy domain, and it will be placed in the general pool of .pharmacy domains. If the prior Registrant wishes to register that .pharmacy domain at a later time when that domain is still available, it must reapply including paying the then-current .pharmacy application fee.

5. DOMAIN TRANSFER

Registrant is prohibited from transferring, sublicensing, or assigning a .pharmacy domain to another registrant by any means, except with NABP's prior written consent. Registrant is prohibited from transferring the registration of a .pharmacy domain from one Registrar to a different Registrar except with NABP's prior written consent.

6. OWNERSHIP, LICENSE, & RESTRICTIONS ON USE

6.1 All rights, title, and interest in .pharmacy (including all copyrights, trademarks, and other intellectual property rights) are the property of NABP or its ICANN-approved affiliates or successors. Except as expressly provided below, nothing contained herein shall be construed as conferring to any Customer or its successors any license or right, by implication, estoppel, or otherwise to claim, exercise, or exploit any copyright or other intellectual property rights.

6.2 Customer agrees that acceptance or approval of a .pharmacy application or acquisition of a .pharmacy domain name does not constitute a warranty or an endorsement by NABP of Customer's products or services, or Customer's compliance with any law or regulation. Customer may not sublicense, transfer, or assign a .pharmacy domain name without prior written approval of NABP.

7. REFUND POLICY

Customer agrees that there are no refunds of application or registration fees, except if the .pharmacy domain applied for has been approved by NABP for a different applicant. Such refund will be made in the same manner that the fee was paid to NABP.

8. SUNRISE DISPUTE RESOLUTION POLICY AND OTHER DOMAIN DISPUTE DECISIONS

8.1 Through the National Arbitration Forum or any successor organization, NABP provides a mechanism to resolve disputes in connection with Sunrise registrations. NABP's Sunrise Dispute Resolution Policy, available at www.safe.pharmacy/standards-policies, describes the process and requirements for challenging .pharmacy domain names registered during the Sunrise period. NABP and Customer each agree to abide by the decision made by National Arbitration Forum. In the event that the National Arbitration Forum decision calls for the transfer of the domain, the designated domain recipient must first be approved by NABP as compliant with the then-applicable .pharmacy Standards.

8.2 In the event that a court of competent jurisdiction or an ICANN-recognized arbitration organization issues a decision calling for the transfer of a .pharmacy domain name, the designated domain recipient must first be approved by NABP in writing as compliant with the then-applicable .pharmacy Standards.

9. DOMAIN DISCONTINUATION BY REGISTRANT & DELETION, SUSPENSION, OR TERMINATION BY NABP

9.1 Following receipt of written notice that Registrant will discontinue seeking to register a .pharmacy domain name or wishes to discontinue using a registered .pharmacy domain, NABP will delete the domain name no later than thirty (30) days after receipt of the written notice unless, in the case of discontinuation of use of a .pharmacy domain, NABP and Registrant agree in writing to a different date of deletion for the .pharmacy domain. The T&C will automatically terminate on the date that NABP deletes the .pharmacy domain name. NABP will not issue a refund if Registrant discontinues seeking to register or using a .pharmacy domain.

9.2 If NABP obtains information indicating the Registrant violated or is not in compliance with the Standards, NABP will send Registrant a notice of intent to terminate NABP's approval of the .pharmacy application or delete the .pharmacy domain registration ("Notice of Intent to Delete") and the reason(s) therefor. Registrant shall have thirty (30) days from the date of the Notice of Intent to Delete to respond. If Registrant does not timely respond, then NABP will send written notification to Registrant that NABP's approval of the .pharmacy application is terminated or that it will delete Registrant's domain registration, as applicable ("Deletion Notice"). If Registrant timely responds, NABP will review Registrant's response and any additional relevant information that the Registrant provides in response to the Notice of Intent to Delete. After its review, if NABP determines that Registrant did not violate and is in compliance with the Standards, then NABP will rescind the Notice of Intent to Delete and will approve Registrant to register the .pharmacy domain or continue to use the .pharmacy domain name registration, as applicable. After its review, if NABP determines that Registrant violated the Standards or is not in compliance with the Standards, NABP will send a Deletion Notice. The T&C terminate effective on the date of the Deletion Notice. All Deletion Notices and NABP's decision to terminate its approval for the .pharmacy domain or to delete the .pharmacy domain name registration are final and NABP will not consider any internal appeal of its decisions. Following the Deletion Notice, NABP will return the .pharmacy domain name that was the basis for the Customer's application to the general pool of .pharmacy domains. If Registrant reapplies, it must correct all non-compliances with the Standards described in Notice of Intent to Delete and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.3 NABP reserves the right, in its sole discretion, to immediately suspend Registrant's .pharmacy domain or NABP's approval of Registrant's .pharmacy domain application if NABP obtains information indicating that Registrant is violating, or within the previous 12 months violated without disclosing to NABP, any criminal, fraud, pharmaceutical, pharmacy-related, patient safety-related, or Internet-related law or regulation or ICANN requirement, is engaging in abusive activities in connection with the Internet or its governance, threatens or its activities threaten the security or stability of the Internet or of the .pharmacy namespace, or Registrant is likely to cause direct and material harm to others ("Violation"). NABP shall provide a written notice to the Registrant of the suspension ("Suspension Notice"), the reason for the suspension, notify Registrant of NABP's intent to delete Registrant's domain, and provide Registrant with the opportunity to respond. Within 30 days of the date of the Suspension Notice, Registrant may submit a response to NABP, including any available documentation to substantiate Registrant's response. If Registrant does not timely respond, then NABP will send written notification to Registrant that NABP's approval of the .pharmacy domain application is terminated or that it deleted Registrant's .pharmacy domain registration ("Deletion Notice"). If Registrant timely responds, NABP will review Registrant's response and any relevant information that the Registrant provides in response to the Suspension Notice. After its review, if NABP determines that Registrant did not engage in any Violation and is compliant with the Standards, then NABP will rescind the Suspension Notice and will confirm its approval for Registrant to register the requested .pharmacy domain or reinstate Registrant's .pharmacy domain name registration, as applicable. After its review, if NABP in its sole discretion determines that Registrant engaged in a Violation, NABP will send a Deletion Notice. The T&C terminate effective on the date of the Deletion Notice. All Suspension and Deletion Notices and NABP's decisions to suspend Registrant's .pharmacy domain, suspend its approval of Registrant's .pharmacy domain, or to delete Registrant's .pharmacy domain name registration are final and NABP will not reconsider any of its decisions. Following the Deletion Notice, NABP will return the .pharmacy domain name that was the basis for the Registrant's application to the general pool of .pharmacy domains. If Registrant reapplies after receiving a Deletion Notice, it must correct all Violations described in Suspension Notice and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.4. If Customer fails to pay the application or registration fees when due, NABP will send Customer written notification of impending termination of NABP's consideration of the application, approval of the .pharmacy domain, or deletion of Registrant's .pharmacy domain name registration. If Customer does not timely pay all applicable fees within thirty (30) days of the date of such notification, NABP will terminate its consideration of the application, its approval of the .pharmacy domain or delete the .pharmacy domain name registration, as applicable. NABP will return the .pharmacy domain, which was the basis for the .pharmacy application, to the general pool of .pharmacy domains, and will send written notification thereof to Registrant. The T&C terminate effective on the date of the written notification. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.5 NABP will send Registrant a Deletion Notice if Registrant does not timely respond to any NABP request for information or if Registrant does not provide all NABP-requested documentation within 30 days of the date of a Notice of Intent to Delete. NABP will terminate its approval of the .pharmacy domain or delete Registrant's .pharmacy domain name registration, as applicable, and NABP will return the .pharmacy domain, which was the basis for the .pharmacy application, to the general pool of .pharmacy domains. The T&C terminate effective on the date of the Deletion Notice. If Registrant reapplies, it must correct all non-compliances with the Standards described in Notice of Intent to Delete and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

9.6 If Customer applies for or is accredited or approved by NABP through one or more current or future NABP accreditation or approval programs including, without limitation, the Verified-Accredited Wholesale Distributors® (VAWD®), Verified Internet Pharmacy Practice Sites® (VIPPS®), or Durable Medical Equipment Prosthetics, Orthotics and Supplies (DMEPOS), and its application is denied or Customer is disqualified from one of the NABP accreditation or approval programs, Customer hereby agrees that the application denial or disqualification is grounds for denial of Customer's .pharmacy application or temporary suspension, termination of approval, or deletion of Customer's .pharmacy domain and that NABP may deny, temporarily suspend, terminate its approval, or delete Customer's .pharmacy domain pursuant to the requirements of the T&C. NABP will return any denied or deleted domain name(s) to the general pool of .pharmacy domains. If Customer reapplies, it must correct all non-compliances described in the applicable notice, including the Notice of Intent to Deny or Notice of Deletion, and meet all then-applicable Standards.

If Customer's application for a .pharmacy domain name is denied or its .pharmacy domain name(s) are deleted or NABP terminates its approval of Customer's .pharmacy domain name(s), then Customer hereby agrees that the denial of the .pharmacy application or deletion or termination of approval of its .pharmacy domain name(s) is grounds for loss of qualification under the accreditation or approval program letter of agreement (LOA) and NABP may suspend or disqualify Customer from one or more NABP accreditation or approval programs pursuant to the terms and conditions of the applicable LOA(s).

9.7 Customer must notify NABP in writing of any change in its ownership, including if Customer is merged, acquired by, or consolidated with another organization within 30 days of any such change. In such circumstance, NABP may, in its sole reasonable discretion, require Customer to reapply for approval of a .pharmacy domain. In such circumstance, NABP shall send a written notice advising the Customer that it must complete the .pharmacy application, submit the then-applicable payment, and meet the then-applicable Standards. In the case of a Registrant, its .pharmacy domain will remain active for 30 days, while the Registrant prepares its .pharmacy application for submission. If Registrant fails to reapply within those 30 days, then NABP will send Registrant a Deletion Notice. If Registrant timely applies and NABP determines that Registrant meets the then-applicable Standards, then Registrant's .pharmacy domain will remain active for the remaining balance of the 12-month term, and NABP will send Registrant written notification thereof. If Registrant timely applies and NABP has questions about the application or needs information, then NABP shall send a written request to the Registrant identifying the specific questions or information requested. The Registrant shall have 30 days to respond to the NABP request. If Registrant does not timely respond to the NABP request, the application will be closed and NABP will send Registrant notification that its application file was closed and the Registrant's domain will be deleted. Thereafter, the .pharmacy domain will be placed in the general pool of .pharmacy domains. If Registrant timely responds, NABP will review Registrant's response and any additional relevant information that the Registrant provides in response to the NABP request. After its review, if NABP determines that Registrant meets the Standards, then Registrant's .pharmacy domain will remain active for the remaining balance of the 12-month term, and NABP will send Registrant written notification thereof. After its review, if NABP determines that Registrant does not meet the Standards, the application will be closed, NABP will send Registrant notification that its application file was closed and Registrant's domain will be deleted. Thereafter the .pharmacy domain will be placed in the general pool of .pharmacy domains. NABP's decisions to close Registrant's .pharmacy application and delete its .pharmacy domain registration are final and NABP will not reconsider any of its decisions. The T&C terminate effective on the date of the Deletion Notice. A refund will be issued only in accordance with the Refund Policy in these T&C. If Registrant reapplies, it must answer all NABP questions or provide the information that NABP requested in connection with the previous .pharmacy application and meet all then-applicable Standards. Registrant may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

10. RIGHT OF PUBLICITY

Customer grants NABP a nonexclusive, transferrable, royalty-free license to publish Customer's name, address, website address, and its date of approval of the .pharmacy domain application.

11. TERM

The term of a domain name is twelve (12) months, which begins upon the date the domain name is registered with a Registrar. The Registrant must reapply annually to maintain the .pharmacy domain name. NABP reserves the right to suspend or delete a domain name during the term, consistent with these T&C. Termination of Customer's registration or deletion of Customer's .pharmacy domain does not relieve Customer of liability for obligations that relate to activities occurring before such termination or deletion.

12. RENEWAL

One hundred twenty (120) days prior to the anniversary of the domain name registration date ("120-Day Notice"), each successive year during which the domain name is active, Registrar will advise Registrant to complete the annual .pharmacy TLD Program application form (found at www.safe.pharmacy/ apply, or successor site(s)) to reapply for the domain name. Registrar will send a reapplication notice to the Registrant thirty (30) days after the date of the 120-Day Notice. If Registrant has not reapplied within sixty (60) days of the anniversary of the domain name registration date, Registrar will advise Registrant that if the reapplication is not processed prior to the anniversary date, the domain name may be suspended and ultimately deleted. If the Registrant has not reapplied within thirty (30) days of the anniversary of the domain name registration date, Registrar will advise Registrant that the domain name is at risk of being suspended and ultimately deleted. If the Registrant reapplies within five (5) days of the anniversary of the domain name registration date, NABP cannot guarantee that it will be able to review and, if Registrant meets all Standards, approve the domain renewal request prior to the anniversary date. If by the anniversary date NABP has not completed its review of the application that Customer submitted within five (5) days of the anniversary date, NABP may, in its sole discretion, suspend the domain name pending NABP's review and approval of Customer's application. If NABP decides to suspend the domain name, NABP will notify the Registrar regarding the domain suspension and will send a notice to the Customer that is domain is suspended pending NABP's review and approval of Customer's application. If the Customer has not reapplied as of the anniversary date, NABP will notify the Registrar to suspend the domain name and send a notice to the Customer that its domain is suspended pending NABP's review and approval of Customer's application. A Customer that has not submitted its application prior to the anniversary date shall be given thirty (30) additional days to reapply ("Redemption Grace Period") during which time the domain will remain suspended. After the expiration of the Redemption Grace Period, if the Customer has not timely reapplied, the domain name will be deleted by NABP and placed into the general pool of .pharmacy domains. Customer may reapply for the same or a different .pharmacy domain, but NABP cannot guarantee the availability of the .pharmacy domain that was the basis of the previous application.

If NABP approves the renewal of the domain name, Customer may register the domain name for another year. Registrar will collect the applicable registration fee. NABP and Customer agree that review and handling of Customer's .pharmacy TLD Program application for renewal of its .pharmacy domain will be handled in accordance with the then-current terms and conditions for the .pharmacy TLD Program.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

Customer agrees to indemnify and hold harmless NABP, its employees, agents, contractors, officers, and directors against all third-party claims, losses, lawsuits, damages, and expenses, including, without limitation, reasonable attorneys' fees arising out of:

a. Any failure on the part of Customer or its employees, agents, contractors, officers, and directors to comply with these T&C;
b. Any use of a .pharmacy domain, including content in any advertisement, brochure, or other publication released to the public by Customer or its agents or contractors, and any content on any Internet site substantially owned or controlled by or affiliated with Customer including, but not limited to, any claim related to infringement, misappropriation or other violation of a right of another person (including, without limitation, copyright, right of privacy or publicity, or trade secret), or a claim for defamation or obscenity;
c. The sale, offer to sell, or provision of any product or service of or by Customer or any other entity substantially owned or controlled by or affiliated with Customer; or
d. The negligence, gross negligence, misconduct, or intentional tort of Customer or its employees, agents, contractors, officers, or directors.

WITH THE EXCEPTION OF CUSTOMER'S INDEMNIFICATION OF NABP AS DESCRIBED IN THIS SECTION, NEITHER NABP NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY

INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR DAMAGES FROM LOST PROFITS OR LOST USE. THE MAXIMUM AGGREGATE LIABILITY OF NABP FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE T&C, REGARDLESS OF THE FORM OR CAUSE ACTION, SHALL BE THE TOTAL FEES PAID BY CUSTOMER TO NABP FOR THE .PHARMACY DOMAIN NAME DURING THE TERM OF THE T&C.

14. ZONE FILE AND/OR WHOIS DATA ACCESS

NABP, its employees, agents, contractors, officers, and directors shall not be liable to Registrant for a) any access, use, or modification (whether or not permitted) of the Zone File or WHOIS data, without limitation; b) the unauthorized, improper, or illegal access or use of the Zone File or WHOIS data, without limitation; or c) any negligent act or omission or willful misconduct in the access or use of the Zone File or WHOIS data, without limitation.

15. MISCELLANEOUS

15.1 Customer will notify NABP in writing if Customer, its pharmacy, owners, or affiliates become the subject of an investigation, indictment, prosecution, conviction, or disciplinary order within thirty (30) days of learning of such investigation, indictment, prosecution, conviction, or disciplinary order. Customer is not required to report any investigations that do not constitute public information under local, state, or federal securities laws, rules, or regulations.

15.2 Customer represents and warrants that the information it submits in its .pharmacy application and in any other document submitted in connection with its .pharmacy application or domain is complete, accurate, and truthful to the best of Customer's knowledge. Customer further represents that the person or entity submitting the application for the .pharmacy domain and all documents in connection with the .pharmacy application or domain is fully authorized to submit the application and bind Customer to the T&C.

15.2.1 NABP and Customer further represent and warrant that they are duly organized, validly existing, and in good standing under the laws of their respective jurisdictions of organization, they have full corporate power to conduct their respective business and perform all of their respective obligations under the T&C, and they are operating in compliance with all applicable laws, rules, and regulations, and ICANN requirements.

15.2.2 NABP DISCLAIMS ALL WARRANTIES AND GUARANTEES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

15.3 The T&C are not assignable by Customer without the prior written consent of NABP.

15.4 The headings contained in the T&C are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

15.5 The failure of NABP to exercise any of its rights regarding a breach of these T&C shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

15.6 The T&C constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporaneous oral and written negotiations, commitments, and understandings of the parties with respect to the same subject matter.

15.7 The validity, interpretation, and performance of the T&C shall be controlled and construed under the laws of the state of Illinois, United States of America without reference to any conflict of laws principles. The state courts located in Cook County, IL, United States of America shall have jurisdiction over any dispute regarding the T&C or in connection with the NABP .pharmacyTLD Program. All provisions contained in the T&C shall extend to and are binding on Customer and its respective successors and assigns. Customer expressly waives all objection to the choice of law or personal jurisdiction of these courts and shall not contest the choice of law or venue chosen for the hearing of the case.

15.8 Provisions 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the T&C shall survive the termination of the T&C or any termination or deletion of the .pharmacy domain name.

15.9 Any act or omission of any of the affiliates of the Customer that is contrary to the T&C shall be deemed the act or omission of the Customer.

15.10 The provisions of the T&C are severable. If any provision is determined by a court of competent jurisdiction or a governmental regulatory entity to be invalid or unenforceable, in whole or in part, that provision shall be construed or limited in such a way as to make it enforceable and consistent with the manifest intentions of the Parties. If such construction or limitation is impossible, the unenforceable provision will be stricken, and the remaining provisions of the T&C will remain valid and enforceable.

15.11 NABP retains all rights, immunities, and protections that are available to it under applicable law.

15.12 NABP cannot and will not guarantee that Applicant's .pharmacy domain application will be approved, and Applicant acknowledges the same by submitting its .pharmacy domain application.

15.13 Customer hereby agrees that NABP may send all notices, communications, and notifications under the T&C to the contact e-mail account provided by Customer in its .pharmacy application. Customer agrees to maintain the valid operation of and regularly check this e-mail account for purpose of receiving such notices and complying with the T&C.

15.14 No formal or informal hearing, whether in-person, in writing or otherwise, is permitted under the T&C.

15.15 The T&C constitutes the entire agreement between the Parties relating to this .pharmacy domain application, or any acquisition or use of a .pharmacy domain in connection with this application, and supersedes all prior and contemporaneous oral and written negotiations, commitments, and understandings of the Parties with respect to this application.

By submitting this application or acquiring a .pharmacy domain name, Customer hereby authorizes release of any and all information from regulatory agencies to NABP and its contractors for the purpose of verifying information regarding the Customer and/or evaluating any noncompliance with the T&C, applicable laws, or disciplinary actions involving any person or entity associated with the Customer or its affiliates in the practice of pharmacy, wholesale drug distribution, pharmaceutical manufacturing, or the provision of pharmacy-related services or products. Customer further authorizes NABP to release to regulatory agencies information NABP receives or obtains related to Customer, or when such information leads NABP to believe in good faith that the Customer or its staff are engaging in or engaged in conduct that violates state, federal, national, or regional laws or regulations.

By submitting this application or acquiring a .pharmacy domain name, Customer hereby accepts and agrees to be bound by the T&C without modification except as provided in section 2.

Exhibit 16

Exhibit 16

Program Standards

The .pharmacy TLD will be available to pharmacies and other entities offering prescription drugs or prescription drug-related products, services, or information via the Internet, subject to their completion of the registrant application and approval process to establish compliance with all applicable laws and .pharmacy program standards.

The application and approval process includes vetting by NABP prior to registration to ensure that they meet all applicable regulatory standards, including those addressing pharmacy licensure and valid prescription requirements. Eligible registrants will demonstrate good standing and compliance with the laws of the jurisdiction in which they are based, as well as in all jurisdictions in which they conduct business, including without limitation dispensing or shipping prescription medications in or to a jurisdiction.

The core standards that must be met to be eligible to register a .pharmacy domain name follow:

1. **Licensure.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must possess all necessary licenses, registrations, or permits to practice in all required jurisdictions. This includes not only the jurisdiction where the entity is located, but also any jurisdiction where its patients or customers reside. All such licenses, registrations, or permits must be in good standing.
2. **Prior discipline.** An applicant, as well as any community members to which the applicant site links or with which it is affiliated, must not have been subject to significant recent and/or repeated disciplinary sanctions.
3. **Location.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must be domiciled in the US or in a country with a .pharmacy National Standard Setting Committee.
4. **Validity of prescription.** A pharmacy shall dispense or offer to dispense prescription drugs only upon receipt of a valid prescription, as defined by the applicable jurisdictions. A valid prescription is one issued pursuant to a legitimate patient-prescriber relationship, as defined by the applicable jurisdictions.
5. **Legal compliance.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must comply with all provisions of jurisdictional law, including laws addressing regulatory agency approval of prescription medication.
6. **Privacy.** If the applicant website, or any site to which the applicant site links or with which it is affiliated, maintains or transmits patient health information, the information must be maintained or transmitted in accordance with jurisdictional patient information privacy and security laws, including those addressing notice to patients regarding privacy and security of such information.

7. **Patient services.** An applicant pharmacy, medical or veterinary practice, medical or veterinary practitioner, or any such practice or practitioner to which the applicant site links or with which it is affiliated, must provide on the website an accurate street address of the dispensing pharmacy, medical practice, medical practitioner, or corporate headquarters. The applicant pharmacy, medical practice, medical practitioner, or any such practice or practitioner to which the applicant site links or with which it is affiliated, must provide on the website an accurate, readily accessible and responsive phone number or secure mechanism via the website, allowing patients to contact or consult with a pharmacist or medical practitioner regarding complaints or concerns or in the event of a possible adverse event involving their medication.
8. **Website transparency.** An applicant, as well as community members to which the applicant site links or with which it is affiliated, must not engage in practices or extend offers on its website that may deceive or defraud patients as to any material detail regarding the practice, its staff, prescription drugs, or financial transactions.
9. **Domain name registration.** The domain name registration information of the applicant website, or of any community member it promotes, must be accurate, and the domain name registrant must have a logical nexus to the dispensing pharmacy, medical or veterinary practice, or medical or veterinary practitioner. Applicant websites utilizing anonymous domain name registration services will not be eligible for approval.
10. **Affiliated websites.** The applicant website, any community member it promotes, its staff, domain name registrants, and any person or entity that exercises control over, or participates in the applicant business, must not be affiliated with or control any other website that violates these standards.

All .pharmacy registrants must meet these core standards. Registration within the .pharmacy gTLD is open to eligible entities in any country, subject to verification of compliance with .pharmacy standards. Additional jurisdiction-specific standards may apply to registrants based in or serving customers in other jurisdictions.

Exhibit 17

Exhibit 17

Registrant Eligibility

The following types of businesses are eligible to apply for approval to register a .pharmacy domain name.

- Pharmacies
- Pharmacy Benefit Managers
- Prescription Drug Information and Pharmacy Referral Sites
- Prescription Drug Related Patient Advocacy and Consumer Education Sites
- Medical Professionals' Offices
- Schools or Colleges of Pharmacy
- Continuing Pharmacy Education Providers
- Wholesale Drug Distributors
- Pharmaceutical Manufacturers

Exhibit 18

Exhibit 18

Authorized Usage Policy

This Authorized Usage Policy (AUP) governs how a registrant may use its registered domain name(s).

All .pharmacy domain names must be used to serve the needs of the .pharmacy TLD community and must continue to meet program standards for as long as they are held by the registrant.

Registrants are not permitted to prevent/block NABP access (virtual or physical) to their location(s).

By registering a name in this TLD, the registrant agrees to be bound by the terms of this AUP.

Registrants may not:

1. Use domain names for any purposes that are prohibited by the laws of the jurisdiction(s) in which registrant does business, or any other applicable law in which its customers reside.
2. Use domain names for any purposes or in any manner that violates a statute, rule, or law governing use of the Internet and⁄or electronic commerce (specifically including, but not limited to, "phishing," "pharming," distributing malware, fast-flux hosting, botnet command and control and other destructive activities).
3. Use a domain name for the promotion of excessive, risky or inappropriate use of medication.
4. Use domain names for the following types of activity:
    i. Violation of the privacy or publicity rights of another member of the pharmacy community or any other person or entity, or breach of any duty of confidentiality that registrant owes to another member of the .pharmacy gTLD community, or any other person or entity;
    ii. Promotion of or engagement in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
    iii. Promotion of or engagement in defamatory, harassing, abusive, or otherwise objectionable behavior;
    iv. Promotion of or engagement in child pornography or the exploitation of children;
    v. Promotion of or engagement in any spam or other unsolicited bulk e-mail, or computer or network hacking or cracking;
    vi. Infringement on the intellectual property rights of another member of the .pharmacy gTLD community, or any other person or entity;

vii. Engagement in activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;
viii. Interference with the operation of the .pharmacy gTLD or services offered by NABP;
ix. Installation of any viruses, worms, bugs, Trojan horses, or other code, files, or programs designed to, or capable of, disrupting, damaging, or limiting the functionality of any software or hardware; or distributing false or deceptive language, or unsubstantiated or comparative claims, regarding NABP;
x. Registration of .pharmacy domain names for the purpose of reselling or transferring those domain names.

Exhibit 19

Exhibit 19

.pharmacy gTLD LAUNCH PLAN

Introduction

This plan has been developed to describe the launch of the .pharmacy Top-Level Domain (TLD) by the National Association of Boards of Pharmacy® ("Registry Operator"). The Launch Plan is designed such that it facilitates a fair, orderly and equitable introduction for the TLD, while granting priority to certain rights holders as directed by ICANN policies. The launch will consist of a number of different periods. Specific information and requirements for those wishing to participate in the launch of the TLD are detailed in relation to each of those periods.

This plan involves persons or entities submitting an Application via the .pharmacy domain name online program application. The Application data will be submitted to the Registry Operator for evaluation in accordance with ICANN's Public Interest Commitment specifications and .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

The manner in which Applications will be processed and evaluated, and names allocated, will be consistent throughout all phases of the .pharmacy launch.

Rules and General Procedures

I. Application Procedures and Requirements

A. Domain Names can only be registered through a Registrar who has signed a Registry -Registrar Agreement with Registry Operator; the Registrar is in good standing with the Registry Operator and has agreed to participate in the .pharmacy launch.

B. The Registry Operator will allow the creation of Domain Name Registrations only under the following conditions:

1. The domain name is available and is not reserved, blocked or allocated to Registry Operator. Reserved names may be made available upon request of potential applicants and will be subject to premium pricing.

2. The Applicant has furnished all necessary data to Registry Operator in its online Application in order for the Registry Operator to verify that the Applicant meets all applicable .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy. Registry Operator reserves the right to deny registration in all phases of registration to entities that do not meet the .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

C. Blocked, Reserved, and Premium names

1. Blocked Names are excluded from registration either temporarily (in the case of the list of .pharmacy names blocked due to name collision issue) or permanently (in the case of inappropriate names for .pharmacy as decided by the Registry Operator and those mandated by ICANN).

2. Reserved Names are only available at the discretion of the Registry Operator if the eligibility requirements are met and will be available to potential registrants during all phases of the .pharmacy launch.

3. Name Registrations will be sold using tiered pricing;

   "Standard Names" have an Annual Registration Fee of $750.

   "Premium Bronze Names" have an Annual Registration Fee of $2500

   "Premium Silver Names" have an Annual Registration Fee of $10,000

   "Premium Gold Names" are Reserved Names and will be sold at variable market prices. These most highly sought after "Premium Gold" names will have the same Annual Registration Fee as their initial Registration Fee.

The tiers and prices will remain consistent across all phases of the .pharmacy TLD, with the exception of the Members Limited Registration Period.

II. Syntax Requirements for ASCII Domain Names:

A. the domain name may only contain letters A-Z (case insensitive), the numbers 0-9, and hyphens

B. the domain name cannot begin or end with a hyphen ("-")

C. the domain name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions, except when preceded by "xn" and followed by a string that corresponds with an IDN string

D. underline characters are not allowed

E. the domain name cannot exceed 63 characters (excluding the TLD)

F. the domain name must have a minimum length of three characters

G. the domain name cannot consist of two characters according to ICANN Policy; however .pharmacy may apply to ICANN for the use of two-character domains in the near future.

III. Internationalized Domain Names in .pharmacy

Internationalized Domain Names or “IDNs” are available in Spanish characters only for the near future. Spanish language IDNs are the only available IDNs for the foreseeable future. Other languages may be added at a later date depending upon demand.

IV. Pre-Launch Period

Prior to any launch period, the Registry Operator will reserve and make unavailable to applicants those Domain Names specified by ICANN, or by the Registry Operator, in accordance with the Registry Agreement. Some of these names will be used for promotion of .pharmacy and will be entered into the zone on or after December 4, 2014.

.pharmacy Launch Phases

November 17, 2014 – Announcement

Announcement of Trademark Clearinghouse (TMCH) Sunrise Registration Period beginning on January 15, 2014

November 18, 2014 – Submission of NABP member board of pharmacy domain name requests begins

In preparation for the .pharmacy Qualified Launch Program (QLP), NABP will allow its member boards of pharmacy to request specific .pharmacy domain names beginning on November 18, 2014.

December 4, 2014 to December 16, 2014 – NABP Members' Limited Registration Period (Qualified Launch Program or QLP)

During the .pharmacy QLP, NABP member boards of pharmacy, which are all governmental entities, will be allowed to register a name in accordance with ICANN's QLP Addendum. These entities will be allocated names at zero wholesale cost. Length of registration will be five years.

December 19, 2014 to January 19, 2015 – Pre-Sunrise Application Period

This period allows for the receipt of Applications for verification of .pharmacy Registrant Eligibility Standards and compliance with the .pharmacy Authorized Usage Policy.

January 15, 2015 to March 16, 2015 – TMCH Sunrise Registration Period

This 60-day End-Date Sunrise Period allows TMCH qualified trademark holders the ability to secure their trademarks in the TLD before registration by those who chose not to participate in the TMCH. The TLD Sunrise policies are designed to enable fair competition among registrants. The single phase End-Date Sunrise process will be executed by the Registry Operator in accordance with the plan and policy set forth in this document.

The Sunrise process described in this document is derived from the framework referenced in the Registry Agreement with ICANN. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at http://newgtlds.icann.org/en/about/trademark-clearinghouse. The Registry Operator's role is to verify that the information provided by an Applicant matches the information that is contained in the TMCH. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse.

The Applicant first provides information required by the TMCH to obtain the Signed Mark Data (SMD) File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then issues a SMD File to applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application, which will be subject to verification according to .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy.

Disputes regarding the validity of a SMD File are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined in http://trademark-clearinghouse.com/dispute prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in a SMD File or a Sunrise Application, NABP will disqualify the Sunrise Application. In the event that fraud is detected after the Sunrise Period, Registry Operator may delete the applicable domain or domains.

During the Sunrise Period, trademark holders may apply to register their chosen domain names, provided that the term applied for is in the Trademark Clearinghouse (TMCH).

The Sunrise Dispute Resolution Policy is provided in the next section.

February 17, 2015 – NABP Programs Application Period begins

During this phase, NABP VIPPS accredited, NABP Vet-VIPPS accredited, and NABP e-advertiser approved pharmacies may request the allocation of specific names and verification of eligibility for those names.

March 17, 2015 to April 1, 2015 – NABP Programs Limited Registration Period

During this phase NABP VIPPS, NABP Vet-VIPPS and NABP e-advertiser dispensing pharmacies will be able to register their requested names.

April 1, 2015 to April 30, 2015 – Dispensing Pharmacies Application Period

The .pharmacy Supporters Advisory Committee has recommended a "slow-start" allocation mechanism whereby only NABP program approved pharmacies and dispensing pharmacies will be allocated .pharmacy names in the initial phases of the .pharmacy launch. Per the .pharmacy governance document, the Registry Operator will follow this advice. This phase allows for those dispensing pharmacies to apply for and be evaluated for eligibility to register a .pharmacy name.

April 30, 2015 to June 2, 2015 – Dispensing Pharmacies Limited Registration Period

This period allows for the processing of Applications from the Dispensing Pharmacies Limited Registration period and will be immediately followed by General Availability.

June 2, 2015 – General Availability Period

The General Availability Period follows all Sunrise and Limited Registration Periods. This is an open registration period offered to the .pharmacy community on a "first come, first served" basis, provided they meet .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

During the first 90 days of General Availability the 90-Day Trademark Claims Period is in effect. During the Trademark Claims period, anyone attempting to register a domain name matching a mark that is recorded in the Trademark Clearinghouse will receive a notification displaying the relevant mark information. If the notified party registers the domain name, the Trademark Clearinghouse will send a notice to those trademark holders with matching Trademark Records in the Trademark Clearinghouse, informing them that someone has registered the domain name.

NABP is unique amongst new TLDs in that the Registry Operator is committed to the protection of intellectual property.

.Pharmacy Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into .pharmacy Terms and Conditions. This SDRP is effective as of December 1, 2014. An SDRP Complaint may be filed against a domain name registered during the .pharmacy TLD Sunrise Period, until June 1, 2015. The Provider for SDRP disputes is the National Arbitration Forum (http://domains.adrforum.com).

1. Purpose

Domain names in the .pharmacy TLD ("the TLD") can be applied for by third parties at www.dotpharmacy.net. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been approved to be registered in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD. Complainant and registrant under this SDRP are, individually, a "Party" or, collectively, "Parties."

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a Complaint that the Sunrise Registration was improper under the following criteria.

Improper Sunrise Registration-Trademarks[1]

A Complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry's SDRP criteria. The Complaint must prove one or more of the following elements:

i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
ii. the domain name is not identical to the mark on which the registrant based its Sunrise Registration;[2]
iii. the trademark registration on which the registrant based its Sunrise Registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
iv. the trademark registration on which the domain name registrant based its Sunrise Registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the Sunrise Period.

[2] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .pharmacy TLD shall be brought before June 2, 2015.

3. Evidence and Defenses

a. Evidence

Panelists will review information submitted by the Registry, the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the Sunrise Registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the Sunrise Registration was applied for and, thus, the registration would have been granted.

4. Remedy

The remedy available to a complainant for a proceeding under this SDRP shall be limited to:

Improper Sunrise Registration - Trademarks

If the Panelist finds that the domain name was improperly registered during the Sunrise Period pursuant to this SDRP, the sole remedy for a Complaint filed under this SDRP shall be cancellation of registrant's rights in the domain registration. If registrant has not provided Registry with official documentation of a lawsuit asserting its claimed rights in the registered domain within ten business days after the date that Registry receives notification that the Panelist has found in favor of the Complainant, Registry shall cancel registrant's rights in the domain registration that was the subject of the SDRP and place the domain on a 30 day-hold ("Hold Period"). The Hold Period prevents the registrant and other parties from registering the domain and permits the Complainant to submit a complete Application and the required payment to request acquisition of the domain that was the subject of the SDRP.

Following a Panelist finding in its favor under this SDRP, if the Complainant does not timely apply for the domain as described in this SDRP, or the Registry does not approve Complainant to register the domain that was the subject of the SDRP, the registrant whose rights in the domain were canceled under the SDRP may re-apply for the domain if it is available, registrant has corrected all bases for the Panelist decision, and if registrant did not and does engage in bad faith or fraud in connection with such domain. If registrant re-applies for the domain as described herein, it must re-apply within twelve (12) months of the date of submission of registrant's initial Application in order for Registry to waive any application or re-application fee for the domain. .

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the Complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum. If there is a conflict between the terms of this SDRP and the Rules, the terms of this SDRP shall prevail. If there is a conflict between the terms of this SDRP and the Terms and Conditions, the terms of the Terms and Conditions shall prevail.

Complainant agrees that by availing itself of this SDRP and filing a Complaint, Complainant shall abide by all decisions made by the Panelist and shall comply with all of the terms and conditions in this SDRP and the Rules.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist, but Registry may submit information, and Panelist will consider such information, as part of its decision-making process under the SDRP and Rules. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist or the Forum. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[3] Registry will also prevent registrant and other parties from registering the domain name at issue until a decision is reached and as described herein. The contact details of the holder of a registered domain name in the TLD, against which a Complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the Complaint or show other cause why the remedy requested in the Complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the Complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the Complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

d. Decisions

(i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;

(ii) the decision shall state whether registrant's rights in a registered domain name in the TLD are to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry[4] will wait ten (10) business days after communication of the decision before implementing that decision as described herein, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name. Parties further warrant that they shall comply with the terms of this SDRP and Rules, all applicable Internet Corporation for Assigned Names and Numbers ("ICANN") requirements and jurisdictional laws and rules, and, as applicable, the Registry Terms and Conditions.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless

The Parties to the SDRP shall hold the registrar, the Registry, the Forum, and the Panelist harmless from all claims arising from operation of the SDRP or Rules. Neither Party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial administrative, or other legal proceeding relating to the dispute or the administration of the SDRP or Rules. The Parties to the SDRP shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any and all claims arising from the operation or conduct or result of a proceeding under this SDRP. The registrar, the Registry, Forum, the Panelist and their respective employees,

[4] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

contractors, agents and service providers shall not be liable to a Party, or any third party, for any act or omission in connection with any proceeding under this SDRP or the Rules. The Complainant shall be directly and solely liable to the registrant in the event the Complaint is granted in circumstances where the registrant is lawfully entitled to registration or use of the registered domain name(s) in the TLD.

8. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either Party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

9. Appeal

Neither Party may appeal a Panel's or Panelist's findings or decision under this SDRP.

10. SDRP and Rules Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Forum or in accordance with applicable ICANN requirements. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective,[5] unless modified ICANN requirements do not permit 30 calendar days' notice prior to the modified SDRP becoming effective or this SDRP has already been invoked by the submission of a Complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration. If ICANN modifies the Rules, ICANN determines the notice and compliance requirements, if applicable.

[5] Typographical errors may be corrected without notice.

The Registry Operator's Rights regarding Sunrise Applications

The Registry Operator shall be entitled to deny a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration at its sole discretion:

a) To enforce Registry Operator's .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy or ICANN Requirements, each as may be amended from time to time;

b) If the Application is not accompanied by complete and accurate information or, where required, Application or registration information is not updated or corrected, as required by ICANN Requirements or Registry Operator's .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy regarding verification;

c) To protect the integrity and stability of the management or operation of the Registry Operator;

d) To comply with applicable laws, regulations, policies or any order or decision by a competent court , legal tribunal, or administrative authority, or any dispute resolution service provider that the Registry Operator may engage or ICANN approves to oversee the arbitration and mediation of disputes;

e) To establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any actual or potential civil or criminal liability or damage to the Registry Operator or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, or stockholders;

f) To correct mistakes made by the Registry Operator or any Registrar in connection with a Sunrise Registration;

g) If the Registry Operator receives notice that the SMD File is under dispute; or

h) As otherwise provided in the Terms and Conditions, .pharmacy Authorized Usage Policy, Registrar terms and conditions, or Registry-Registrar Agreement.

Transfer Policy

Registrants may transfer their names from one .pharmacy Registrar to another with Registry Operator's approval and according to ICANN policies. Transfer of .pharmacy names from an entity who has received approval to register names in .pharmacy, to an entity who has not received such approval is strictly forbidden. Such transfer may result in cancellation/revocation/suspension of domain and forfeiture of any and all fees paid to Registry Operator or Registrar. The purpose of this policy is to ensure that all registrants meet .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

Exhibit 20

Exhibit 20

Standards/Policies

A global coalition of stakeholders, including FIP and NABP, has developed standards and policies to govern the .pharmacy TLD program. These standards and policies were developed to ensure that those sites with a .pharmacy domain name are safe and legal. Specifically, the stakeholders and NABP recognize the ongoing and critical need for patients' medications to be managed by a licensed pharmacist, and for their medications to be appropriately sourced in accordance with applicable standards of care.

Program Standards (http://www.safe.pharmacy/standards-and-policies/program-standards)

Registrant Eligibility (http://www.safe.pharmacy/standards-and-policies/registrant-eligibility)

Authorized Usage Policy (http://www.safe.pharmacy/standards-and-policies/authorized-usage-policy)

Refund Policy (http://www.safe.pharmacy/standards-and-policies/refund-policy)

Terms and Conditions (http://www.safe.pharmacy/standards-policies/terms-and-conditions)

.pharmacy Sunrise Dispute Resolution Policy (/system/rich/rich_files/rich_files/000/000/049/original/-pharmacysdrp-secure.pdf) (PDF)

Exhibit 21

.pharmacy Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into .pharmacy Terms and Conditions. This SDRP is effective as of December 1, 2014. An SDRP Complaint may be filed against a domain name registered during the .pharmacy TLD sunrise period, until June 1, 2015. The Provider for SDRP disputes is the National Arbitration Forum (http://domains.adrforum.com).

1. Purpose

Domain names in the .pharmacy TLD ("the TLD") can be applied for by third parties at www.dotpharmacy.net. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been approved to be registered in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD. Complainant and registrant under this SDRP are, individually, a "Party" or, collectively, "Parties."

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a Complaint that the Sunrise Registration was improper under the following criteria.

Improper Sunrise Registration-Trademarks[1]

A Complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry's SDRP criteria. The Complaint must prove one or more of the following elements:

i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration;[2]

[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the sunrise period.

iii. the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
iv. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

SDRP Effective Dates

Any SDRP claim brought under this Policy for domain names registered in the .pharmacyTLD shall be brought before June 2, 2015.

3. Evidence and Defenses

a. Evidence

Panelists will review information submitted by the Registry, the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

4. Remedy

The remedy available to a complainant for a proceeding under this SDRP shall be limited to:

Improper Sunrise Registration – Trademarks

If the Panelist finds that the domain name was improperly registered during the Sunrise period pursuant to this SDRP, the sole remedy for a Complaint filed under this SDRP shall be cancellation of registrant's rights in the domain registration. If registrant has not provided Registry with official documentation of a lawsuit asserting its claimed rights in the registered domain within ten business days after the date that Registry receives notification that the Panelist has found in favor of the Complainant, Registry shall cancel registrant's rights in the domain registration that was the subject of the SDRP and place the domain on a 30 day-hold ("Hold Period"). The Hold Period prevents the registrant and other parties from registering the domain and permits the Complainant to submit a complete application and the required payment to request acquisition of the domain that was the subject of the SDRP.

[2] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

Following a Panelist finding in its favor under this SDRP, if the Complainant does not timely apply for the domain as described in this SDRP, or the Registry does not approve Complainant to register the domain that was the subject of the SDRP, the registrant whose rights in the domain were canceled under the SDRP may re-apply for the domain if it is available, registrant has corrected all bases for the Panelist decision, and if registrant did not and does engage in bad faith or fraud in connection with such domain. If registrant re-applies for the domain as described herein, it must re-apply within twelve (12) months of the date of submission of registrant's initial application in order for Registry to waive any application or re-application fee for the domain. .

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the Complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum. If there is a conflict between the terms of this SDRP and the Rules, the terms of this SDRP shall prevail. If there is a conflict between the terms of this SDRP and the Terms and Conditions, the terms of the Terms and Conditions shall prevail.

Complainant agrees that by availing itself of this SDRP and filing a Complaint, Complainant shall abide by all decisions made by the Panelist and shall comply with all of the terms and conditions in this SDRP and the Rules.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist, but Registry may submit information, and Panelist will consider such information, as part of its decision-making process under the SDRP and Rules. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist or the Forum. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[3] Registry will also prevent registrant and other parties from registering the domain name at issue until a decision is reached and as described herein. The contact details of the holder of a registered domain name in the TLD, against which a Complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the Complaint or show other cause why the remedy requested in the Complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the Complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the Complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

d. Decisions

(i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;

(ii) the decision shall state whether registrant's rights in a registered domain name in the TLD are to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry[4] will wait ten (10) business days after communication of the decision before implementing that decision as described herein, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name. Parties further warrant that they shall comply with the terms of this SDRP and Rules, all applicable Internet Corporation for Assigned Names and Numbers ("ICANN") requirements and jurisdictional laws and rules, and, as applicable, the Registry Terms and Conditions.

[4] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless

The Parties to the SDRP shall hold the registrar, the Registry, the Forum, and the Panelist harmless from all claims arising from operation of the SDRP or Rules. Neither Party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial administrative, or other legal proceeding relating to the dispute or the administration of the SDRP or Rules. The Parties to the SDRP shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any and all claims arising from the operation or conduct or result of a proceeding under this SDRP. The registrar, the Registry, Forum, the Panelist and their respective employees, contractors, agents and service providers shall not be liable to a Party, or any third party, for any act or omission in connection with any proceeding under this SDRP or the Rules. The Complainant shall be directly and solely liable to the registrant in the event the Complaint is granted in circumstances where the registrant is lawfully entitled to registration or use of the registered domain name(s) in the TLD.

8. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either Party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

9. Appeal

Neither Party may appeal a Panel's or Panelist's findings or decision under this SDRP.

10. SDRP and Rules Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Forum or in accordance with applicable ICANN requirements. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective,[5] unless modified ICANN requirements do not permit 30 calendar days' notice prior to the modified SDRP becoming effective or this SDRP has already been invoked by the submission of a Complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that

[5] Typographical errors may be corrected without notice.

registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration. If ICANN modifies the Rules, ICANN determines the notice and compliance requirements, if applicable.

Exhibit 22

Exhibit 22

Refund Policy

Customer agrees that there are no refunds of the application fee or the registration fee, except if the .pharmacy domain applied for has been approved by NABP for a different applicant. Such refund will be made in the same manner that the fee was paid to NABP.

Exhibit 23

Exhibit 23

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and National Association of Boards of Pharmacy, a Kentucky non-profit institution ("Registry Operator").

ARTICLE 1.

DELEGATION AND OPERATION OF TOP–LEVEL DOMAIN; REPRESENTATIONS AND WARRANTIES

1.1 Domain and Designation. The Top-Level Domain to which this Agreement applies is **.pharmacy** (the "TLD"). Upon the Effective Date and until the earlier of the expiration of the Term (as defined in Section 4.1) or the termination of this Agreement pursuant to Article 4, ICANN designates Registry Operator as the registry operator for the TLD, subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone.

1.2 Technical Feasibility of String. While ICANN has encouraged and will continue to encourage universal acceptance of all top-level domain strings across the Internet, certain top-level domain strings may encounter difficulty in acceptance by ISPs and webhosters and/or validation by web applications. Registry Operator shall be responsible for ensuring to its satisfaction the technical feasibility of the TLD string prior to entering into this Agreement.

1.3 Representations and Warranties.

(a) Registry Operator represents and warrants to ICANN as follows:

(i) all material information provided and statements made in the registry TLD application, and statements made in writing during the negotiation of this Agreement, were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date except as otherwise previously disclosed in writing by Registry Operator to ICANN;

(ii) Registry Operator is duly organized, validly existing and in good standing under the laws of the jurisdiction set forth in the preamble hereto, and Registry Operator has all requisite power and authority and has obtained all necessary approvals to enter into and duly execute and deliver this Agreement; and

(iii) Registry Operator has delivered to ICANN a duly executed instrument that secures the funds required to perform registry functions for the TLD in the event of the termination or expiration of this Agreement (the "Continued Operations Instrument"), and such instrument is a binding

obligation of the parties thereto, enforceable against the parties thereto in accordance with its terms.

(b) ICANN represents and warrants to Registry Operator that ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, United States of America. ICANN has all requisite power and authority and has obtained all necessary corporate approvals to enter into and duly execute and deliver this Agreement.

ARTICLE 2.

COVENANTS OF REGISTRY OPERATOR

Registry Operator covenants and agrees with ICANN as follows:

2.1 Approved Services; Additional Services. Registry Operator shall be entitled to provide the Registry Services described in clauses (a) and (b) of the first paragraph of Section 2.1 in the Specification 6 attached hereto ("Specification 6") and such other Registry Services set forth on Exhibit A (collectively, the "Approved Services"). If Registry Operator desires to provide any Registry Service that is not an Approved Service or is a material modification to an Approved Service (each, an "Additional Service"), Registry Operator shall submit a request for approval of such Additional Service pursuant to the Registry Services Evaluation Policy at http://www.icann.org/en/registries/rsep/rsep.html, as such policy may be amended from time to time in accordance with the bylaws of ICANN (as amended from time to time, the "ICANN Bylaws") applicable to Consensus Policies (the "RSEP"). Registry Operator may offer Additional Services only with the written approval of ICANN, and, upon any such approval, such Additional Services shall be deemed Registry Services under this Agreement. In its reasonable discretion, ICANN may require an amendment to this Agreement reflecting the provision of any Additional Service which is approved pursuant to the RSEP, which amendment shall be in a form reasonably acceptable to the parties.

2.2 Compliance with Consensus Policies and Temporary Policies. Registry Operator shall comply with and implement all Consensus Policies and Temporary Policies found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with the ICANN Bylaws, provided such future Consensus Polices and Temporary Policies are adopted in accordance with the procedure and relate to those topics and subject to those limitations set forth in Specification 1 attached hereto ("Specification 1").

2.3 Data Escrow. Registry Operator shall comply with the registry data escrow procedures set forth in Specification 2 attached hereto ("Specification 2").

2.4 Monthly Reporting. Within twenty (20) calendar days following the end of each calendar month, Registry Operator shall deliver to ICANN reports in the format set forth in Specification 3 attached hereto ("Specification 3").

2.5 Publication of Registration Data. Registry Operator shall provide public access to registration data in accordance with Specification 4 attached hereto ("Specification 4").

2.6 Reserved Names. Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall comply with the requirements set forth in Specification 5 attached hereto ("Specification 5"). Registry Operator may at any time establish or modify policies concerning Registry Operator's ability to reserve (i.e., withhold from registration or allocate to Registry Operator, but not register to third parties, delegate, use, activate in the DNS or otherwise make available) or block additional character strings within the TLD at its discretion. Except as specified in Specification 5, if Registry Operator is the registrant for any domain names in the registry TLD, such registrations must be through an ICANN accredited registrar, and will be considered Transactions (as defined in Section 6.1) for purposes of calculating the Registry-level transaction fee to be paid to ICANN by Registry Operator pursuant to Section 6.1.

2.7 Registry Interoperability and Continuity. Registry Operator shall comply with the Registry Interoperability and Continuity Specifications as set forth in Specification 6 attached hereto ("Specification 6").

2.8 Protection of Legal Rights of Third Parties. Registry Operator must specify, and comply with, the processes and procedures for launch of the TLD and initial registration-related and ongoing protection of the legal rights of third parties as set forth Specification 7 attached hereto ("Specification 7"). Registry Operator may, at its election, implement additional protections of the legal rights of third parties. Any changes or modifications to the process and procedures required by Specification 7 following the Effective Date must be approved in advance by ICANN in writing. Registry Operator must comply with all remedies imposed by ICANN pursuant to Section 2 of Specification 7, subject to Registry Operator's right to challenge such remedies as set forth in the applicable procedure described therein. Registry Operator shall take reasonable steps to investigate and respond to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the TLD. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law.

2.9 Registrars.

(a) All domain name registrations in the TLD must be registered through an ICANN accredited registrar; provided, that Registry Operator need not use a registrar if it registers names in its own name in order to withhold such names from delegation or use in accordance with Section 2.6. Subject to the requirements of Specification 11, Registry Operator must provide non-discriminatory access to Registry Services to all ICANN accredited registrars that enter into and are in compliance with the registry-registrar agreement for the TLD; provided that Registry Operator may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD. Registry Operator must use a uniform non-discriminatory

agreement with all registrars authorized to register names in the TLD (the "Registry-Registrar Agreement"). Registry Operator may amend the Registry-Registrar Agreement from time to time; provided, however, that any material revisions thereto must be approved by ICANN before any such revisions become effective and binding on any registrar. Registry Operator will provide ICANN and all registrars authorized to register names in the TLD at least fifteen (15) calendar days written notice of any revisions to the Registry-Registrar Agreement before any such revisions become effective and binding on any registrar. During such period, ICANN will determine whether such proposed revisions are immaterial, potentially material or material in nature. If ICANN has not provided Registry Operator with notice of its determination within such fifteen (15) calendar-day period, ICANN shall be deemed to have determined that such proposed revisions are immaterial in nature. If ICANN determines, or is deemed to have determined under this Section 2.9(a), that such revisions are immaterial, then Registry Operator may adopt and implement such revisions. If ICANN determines such revisions are either material or potentially material, ICANN will thereafter follow its procedure regarding review and approval of changes to Registry-Registrar Agreements at <http://www.icann.org/en/resources/registries/rra-amendment-procedure>, and such revisions may not be adopted and implemented until approved by ICANN.

(b) If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will treat such contract or related documents that are appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15 (except that ICANN may disclose such contract and related documents to relevant competition authorities). ICANN reserves the right, but not the obligation, to refer any such contract, related documents, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, related documents, transaction or other arrangement might raise significant competition issues under applicable law. If feasible and appropriate under the circumstances, ICANN will give Registry Operator advance notice prior to making any such referral to a competition authority.

(c) For the purposes of this Agreement: (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, 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 or entity, 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.

2.10 Pricing for Registry Services.

(a) With respect to initial domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying or other programs which had the effect of reducing the price charged to registrars, unless such refunds, rebates, discounts, product tying or other programs are of a limited duration that is clearly and conspicuously disclosed to the registrar when offered) of no less than thirty (30) calendar days. Registry Operator shall offer registrars the option to obtain initial domain name registrations for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(b) With respect to renewal of domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying, Qualified Marketing Programs or other programs which had the effect of reducing the price charged to registrars) of no less than one hundred eighty (180) calendar days. Notwithstanding the foregoing sentence, with respect to renewal of domain name registrations: (i) Registry Operator need only provide thirty (30) calendar days notice of any price increase if the resulting price is less than or equal to (A) for the period beginning on the Effective Date and ending twelve (12) months following the Effective Date, the initial price charged for registrations in the TLD, or (B) for subsequent periods, a price for which Registry Operator provided a notice pursuant to the first sentence of this Section 2.10(b) within the twelve (12) month period preceding the effective date of the proposed price increase; and (ii) Registry Operator need not provide notice of any price increase for the imposition of the Variable Registry-Level Fee set forth in Section 6.3. Registry Operator shall offer registrars the option to obtain domain name registration renewals at the current price (i.e., the price in place prior to any noticed increase) for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(c) In addition, Registry Operator must have uniform pricing for renewals of domain name registrations ("Renewal Pricing"). For the purposes of determining Renewal Pricing, the price for each domain registration renewal must be identical to the price of all other domain name registration renewals in place at the time of such renewal, and such price must take into account universal application of any refunds, rebates, discounts, product tying or other programs in place at the time of renewal. The foregoing requirements of this Section 2.10(c) shall not apply for (i) purposes of determining Renewal Pricing if the registrar has provided Registry Operator with documentation that demonstrates that the applicable registrant expressly agreed in its registration agreement with registrar to higher Renewal Pricing at the time of the initial registration of the domain name following clear and conspicuous disclosure of such Renewal Pricing to such registrant, and (ii) discounted Renewal Pricing pursuant to a Qualified Marketing Program (as defined below). The parties acknowledge that the purpose of this Section 2.10(c) is to prohibit abusive and/or discriminatory Renewal Pricing practices imposed by Registry

Operator without the written consent of the applicable registrant at the time of the initial registration of the domain and this Section 2.10(c) will be interpreted broadly to prohibit such practices. For purposes of this Section 2.10(c), a "Qualified Marketing Program" is a marketing program pursuant to which Registry Operator offers discounted Renewal Pricing, provided that each of the following criteria is satisfied: (i) the program and related discounts are offered for a period of time not to exceed one hundred eighty (180) calendar days (with consecutive substantially similar programs aggregated for purposes of determining the number of calendar days of the program), (ii) all ICANN accredited registrars are provided the same opportunity to qualify for such discounted Renewal Pricing; and (iii) the intent or effect of the program is not to exclude any particular class(es) of registrations (e.g., registrations held by large corporations) or increase the renewal price of any particular class(es) of registrations. Nothing in this Section 2.10(c) shall limit Registry Operator's obligations pursuant to Section 2.10(b).

(d) Registry Operator shall provide public query-based DNS lookup service for the TLD (that is, operate the Registry TLD zone servers) at its sole expense.

2.11 Contractual and Operational Compliance Audits.

(a) ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit during regular business hours and in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information reasonably necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than ten (10) calendar days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. ICANN will treat any information obtained in connection with such audits that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15.

(b) Any audit conducted pursuant to Section 2.11(a) will be at ICANN's expense, unless (i) Registry Operator (A) controls, is controlled by, is under common control or is otherwise Affiliated with, any ICANN accredited registrar or registrar reseller or any of their respective Affiliates, or (B) has subcontracted the provision of Registry Services to an ICANN accredited registrar or registrar reseller or any of their respective Affiliates, and, in either case of (A) or (B) above, the audit relates to Registry Operator's compliance with Section 2.14, in which case Registry Operator shall reimburse ICANN for

all reasonable costs and expenses associated with the portion of the audit related to Registry Operator's compliance with Section 2.14, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% in a given quarter to ICANN's detriment, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the entirety of such audit. In either such case of (i) or (ii) above, such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

(c) Notwithstanding Section 2.11(a), if Registry Operator is found not to be in compliance with its representations and warranties contained in Article 1 of this Agreement or its covenants contained in Article 2 of this Agreement in two consecutive audits conducted pursuant to this Section 2.11, ICANN may increase the number of such audits to one per calendar quarter.

(d) Registry Operator will give ICANN immediate notice of Registry Operator's knowledge of the commencement of any of the proceedings referenced in Section 4.3(d) or the occurrence of any of the matters specified in Section 4.3(f).

2.12 Continued Operations Instrument. Registry Operator shall comply with the terms and conditions relating to the Continued Operations Instrument set forth in Specification 8 attached hereto ("Specification 8").

2.13 Emergency Transition. Registry Operator agrees that, in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Specification 10 is reached, ICANN may designate an emergency interim registry operator of the registry for the TLD (an "Emergency Operator") in accordance with ICANN's registry transition process (available at <http://www.icann.org/en/resources/registries/transition-processes>) (as the same may be amended from time to time, the "Registry Transition Process") until such time as Registry Operator has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator. In the event ICANN designates an Emergency Operator pursuant to this Section 2.13 and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 2.13. In addition, in the

event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument.

2.14 Registry Code of Conduct. In connection with the operation of the registry for the TLD, Registry Operator shall comply with the Registry Code of Conduct as set forth in Specification 9 attached hereto ("Specification 9").

2.15 Cooperation with Economic Studies. If ICANN initiates or commissions an economic study on the impact or functioning of new generic top-level domains on the Internet, the DNS or related matters, Registry Operator shall reasonably cooperate with such study, including by delivering to ICANN or its designee conducting such study all data related to the operation of the TLD reasonably necessary for the purposes of such study requested by ICANN or its designee, provided, that Registry Operator may withhold (a) any internal analyses or evaluations prepared by Registry Operator with respect to such data and (b) any data to the extent that the delivery of such data would be in violation of applicable law. Any data delivered to ICANN or its designee pursuant to this Section 2.15 that is appropriately marked as confidential (as required by Section 7.15) shall be treated as Confidential Information of Registry Operator in accordance with Section 7.15, provided that, if ICANN aggregates and makes anonymous such data, ICANN or its designee may disclose such data to any third party. Following completion of an economic study for which Registry Operator has provided data, ICANN will destroy all data provided by Registry Operator that has not been aggregated and made anonymous.

2.16 Registry Performance Specifications. Registry Performance Specifications for operation of the TLD will be as set forth in Specification 10 attached hereto ("Specification 10"). Registry Operator shall comply with such Performance Specifications and, for a period of at least one (1) year, shall keep technical and operational records sufficient to evidence compliance with such specifications for each calendar year during the Term.

2.17 Additional Public Interest Commitments. Registry Operator shall comply with the public interest commitments set forth in Specification 11 attached hereto ("Specification 11").

2.18 Personal Data. Registry Operator shall (i) notify each ICANN-accredited registrar that is a party to the registry-registrar agreement for the TLD of the purposes for which data about any identified or identifiable natural person ("Personal Data") submitted to Registry Operator by such registrar is collected and used under this Agreement or otherwise and the intended recipients (or categories of recipients) of such Personal Data, and (ii) require such registrar to obtain the consent of each registrant in the TLD for such collection and use of Personal Data. Registry Operator shall take reasonable steps to protect Personal Data collected from such registrar from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

2.19 Obligations of Registry Operator to TLD Community. Registry Operator shall establish registration policies in conformity with the application submitted with respect to the TLD for: (i) naming conventions within the TLD, (ii) requirements for registration by members of the TLD community, and (iii) use of registered domain names in conformity with the stated purpose of the community-based TLD. Registry Operator shall operate the TLD in a manner that allows the TLD community to discuss and participate in the development and modification of policies and practices for the TLD. Registry Operator shall establish procedures for the enforcement of registration policies for the TLD, and resolution of disputes concerning compliance with TLD registration policies, and shall enforce such registration policies. Registry Operator agrees to implement and be bound by the Registry Restrictions Dispute Resolution Procedure as set forth at http://www.icann.org/en/resources/registries/rrdrp with respect to disputes arising pursuant to this Section 2.19. Registry Operator shall implement and comply with the community registration policies set forth on Specification 12 attached hereto.

ARTICLE 3.

COVENANTS OF ICANN

ICANN covenants and agrees with Registry Operator as follows:

3.1 Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

3.2 Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

3.3 TLD Nameservers. ICANN will use commercially reasonable efforts to ensure that any changes to the TLD nameserver designations submitted to ICANN by Registry Operator (in a format and with required technical elements specified by ICANN at http://www.iana.org/domains/root/ will be implemented by ICANN within seven (7) calendar days or as promptly as feasible following technical verifications.

3.4 Root-zone Information Publication. ICANN's publication of root-zone contact information for the TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN at http://www.iana.org/domains/root/.

3.5 Authoritative Root Database. To the extent that ICANN is authorized to set policy with regard to an authoritative root server system (the "Authoritative Root Server System"), ICANN shall use commercially reasonable efforts to (a) ensure that the authoritative root will point to the top-level domain nameservers designated by Registry Operator for the TLD, (b) maintain a stable, secure, and authoritative publicly available database of relevant information about the TLD, in accordance with ICANN publicly

available policies and procedures, and (c) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; provided, that ICANN shall not be in breach of this Agreement and ICANN shall have no liability in the event that any third party (including any governmental entity or internet service provider) blocks or restricts access to the TLD in any jurisdiction.

ARTICLE 4.

TERM AND TERMINATION

4.1 Term. The term of this Agreement will be ten (10) years from the Effective Date (as such term may be extended pursuant to Section 4.2, the "Term").

4.2 Renewal.

(a) This Agreement will be renewed for successive periods of ten (10) years upon the expiration of the initial Term set forth in Section 4.1 and each successive Term, unless:

(i) Following notice by ICANN to Registry Operator of a fundamental and material breach of Registry Operator's covenants set forth in Article 2 or breach of its payment obligations under Article 6 of this Agreement, which notice shall include with specificity the details of the alleged breach, and such breach has not been cured within thirty (30) calendar days of such notice, (A) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator has been in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (B) Registry Operator has failed to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction; or

(ii) During the then current Term, Registry Operator shall have been found by an arbitrator (pursuant to Section 5.2 of this Agreement) or a court of competent jurisdiction on at least three (3) separate occasions to have been in (A) fundamental and material breach (whether or not cured) of Registry Operator's covenants set forth in Article 2 or (B) breach of its payment obligations under Article 6 of this Agreement.

(b) Upon the occurrence of the events set forth in Section 4.2(a) (i) or (ii), the Agreement shall terminate at the expiration of the then-current Term.

4.3 Termination by ICANN.

(a) ICANN may, upon notice to Registry Operator, terminate this Agreement if: (i) Registry Operator fails to cure (A) any fundamental and material breach of Registry Operator's representations and warranties set forth in Article 1 or covenants

set forth in Article 2, or (B) any breach of Registry Operator's payment obligations set forth in Article 6 of this Agreement, each within thirty (30) calendar days after ICANN gives Registry Operator notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator is in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (iii) Registry Operator fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) ICANN may, upon notice to Registry Operator, terminate this Agreement if Registry Operator fails to complete all testing and procedures (identified by ICANN in writing to Registry Operator prior to the date hereof) for delegation of the TLD into the root zone within twelve (12) months of the Effective Date. Registry Operator may request an extension for up to additional twelve (12) months for delegation if it can demonstrate, to ICANN's reasonable satisfaction, that Registry Operator is working diligently and in good faith toward successfully completing the steps necessary for delegation of the TLD. Any fees paid by Registry Operator to ICANN prior to such termination date shall be retained by ICANN in full.

(c) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator fails to cure a material breach of Registry Operator's obligations set forth in Section 2.12 of this Agreement within thirty (30) calendar days of delivery of notice of such breach by ICANN, or if the Continued Operations Instrument is not in effect for greater than sixty (60) consecutive calendar days at any time following the Effective Date, (ii) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator is in material breach of such covenant, and (iii) Registry Operator fails to cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(d) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator's ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator's property, (iv) execution is levied upon any material property of Registry Operator, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within sixty (60) calendar days of their commencement, or (vi) Registry Operator files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.

(e) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to Section 2 of Specification 7 or Sections 2 and 3 of Specification 11, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein.

(f) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator knowingly employs any officer who is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such officer is not terminated within thirty (30) calendar days of Registry Operator's knowledge of the foregoing, or (ii) any member of Registry Operator's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registry Operator's board of directors or similar governing body within thirty (30) calendar days of Registry Operator's knowledge of the foregoing.

(g) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement as specified in Section 7.5.

4.4 Termination by Registry Operator.

(a) Registry Operator may terminate this Agreement upon notice to ICANN if (i) ICANN fails to cure any fundamental and material breach of ICANN's covenants set forth in Article 3, within thirty (30) calendar days after Registry Operator gives ICANN notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that ICANN is in fundamental and material breach of such covenants, and (iii) ICANN fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) Registry Operator may terminate this Agreement for any reason upon one hundred eighty (180) calendar day advance notice to ICANN.

4.5 Transition of Registry upon Termination of Agreement. Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of this Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator shall provide ICANN or any successor registry operator that may be designated by ICANN for the TLD in accordance with this Section 4.5 with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator. After consultation with Registry Operator, ICANN shall determine whether or not

to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process; provided, however, that (i) ICANN will take into consideration any intellectual property rights of Registry Operator (as communicated to ICANN by Registry Operator) in determining whether to transition operation of the TLD to a successor registry operator and (ii) if Registry Operator demonstrates to ICANN's reasonable satisfaction that (A) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator or its Affiliates for their exclusive use, (B) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (C) transitioning operation of the TLD is not necessary to protect the public interest, then ICANN may not transition operation of the TLD to a successor registry operator upon the expiration or termination of this Agreement without the consent of Registry Operator (which shall not be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, the foregoing sentence shall not prohibit ICANN from delegating the TLD pursuant to a future application process for the delegation of top-level domains, subject to any processes and objection procedures instituted by ICANN in connection with such application process intended to protect the rights of third parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement.

4.6 Effect of Termination. Upon any expiration of the Term or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 6. In addition, Article 5, Article 7, Section 2.12, Section 4.5, and this Section 4.6 shall survive the expiration or termination of this Agreement. For the avoidance of doubt, the rights of Registry Operator to operate the registry for the TLD shall immediately cease upon any expiration of the Term or termination of this Agreement.

ARTICLE 5.

DISPUTE RESOLUTION

5.1 Mediation. In the event of any dispute arising under or in connection with this Agreement, before either party may initiate arbitration pursuant to Section 5.2 below, ICANN and Registry Operator must attempt to resolve the dispute through mediation in accordance with the following terms and conditions:

(a) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1, the parties will promptly select a mutually

acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a).

(b) The mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 5.2. The mediator may not testify for either party in any later proceeding relating to the dispute.

(c) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. Each party shall treat information received from the other party pursuant to the mediation that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15.

(d) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 5.2 below. If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the notice delivered pursuant to Section 5.1(a), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute can then proceed to arbitration pursuant to Section 5.2 below.

5.2 Arbitration. Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language and will occur in Los Angeles County, California. Any arbitration will be in front of a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions, (ii) the parties agree in writing to a greater number of arbitrators, or (iii) the dispute arises under Section 7.6 or 7.7. In the case of clauses (i), (ii) or (iii) in the preceding sentence, the arbitration will be in front of three arbitrators with each party selecting one arbitrator and the two selected arbitrators selecting the third arbitrator. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties' filings in conjunction with the

arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day, provided that in any arbitration in which ICANN is seeking punitive or exemplary damages, or operational sanctions, the hearing may be extended for one (1) additional calendar day if agreed upon by the parties or ordered by the arbitrator(s) based on the arbitrator(s) independent determination or the reasonable request of one of the parties thereto. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. In the event the arbitrators determine that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Article 2, Article 6 or Section 5.4 of this Agreement, ICANN may request the arbitrators award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator's right to sell new registrations). Each party shall treat information received from the other party pursuant to the arbitration that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Los Angeles County, California; however, the parties will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement will not exceed an amount equal to the Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to this Agreement (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any). Registry Operator's aggregate monetary liability to ICANN for breaches of this Agreement will be limited to an amount equal to the fees paid to ICANN during the preceding twelve-month period (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any), and punitive and exemplary damages, if any, awarded in accordance with Section 5.2, except with respect to Registry Operator's indemnification obligations pursuant to Section 7.1 and Section 7.2. In no event shall either party be liable for special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided in Section 5.2. Except as otherwise provided in this Agreement, neither party makes any warranty, express or implied, with respect to the services rendered by itself, its servants or agents, or the results obtained from their work, including, without limitation, any implied warranty of merchantability, non-infringement or fitness for a particular purpose.

5.4 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrator or court of competent jurisdiction specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

ARTICLE 6.

FEES

6.1 Registry-Level Fees.

(a) Registry Operator shall pay ICANN a registry-level fee equal to (i) the registry fixed fee of US$6,250 per calendar quarter and (ii) the registry-level transaction fee (collectively, the "Registry-Level Fees"). The registry-level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$0.25; provided, however that the registry-level transaction fee shall not apply until and unless more than 50,000 Transactions have occurred in the TLD during any calendar quarter or any consecutive four calendar quarter period in the aggregate (the "Transaction Threshold") and shall apply to each Transaction that occurred during each quarter in which the Transaction Threshold has been met, but shall not apply to each quarter in which the Transaction Threshold has not been met. Registry Operator's obligation to pay the quarterly registry-level fixed fee will begin on the date on which the TLD is delegated in the DNS to Registry Operator. The first quarterly payment of the registry-level fixed fee will be prorated based on the number of calendar days between the delegation date and the end of the calendar quarter in which the delegation date falls.

(b) Subject to Section 6.1(a), Registry Operator shall pay the Registry-Level Fees on a quarterly basis to an account designated by ICANN within thirty (30) calendar days following the date of the invoice provided by ICANN.

6.2 Cost Recovery for RSTEP. Requests by Registry Operator for the approval of Additional Services pursuant to Section 2.1 may be referred by ICANN to the Registry Services Technical Evaluation Panel ("RSTEP") pursuant to that process at http://www.icann.org/en/registries/rsep/. In the event that such requests are referred to RSTEP, Registry Operator shall remit to ICANN the invoiced cost of the RSTEP review within fourteen (14) calendar days of receipt of a copy of the RSTEP invoice from ICANN, unless ICANN determines, in its sole and absolute discretion, to pay all or any portion of the invoiced cost of such RSTEP review.

6.3 Variable Registry-Level Fee.

(a) If the ICANN accredited registrars (accounting, in the aggregate, for payment of two-thirds of all registrar-level fees (or such portion of ICANN accredited registrars necessary to approve variable accreditation fees under the then-current registrar accreditation agreement), do not approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a variable registry-level fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such

ICANN fiscal year (the "Variable Registry-Level Fee"). The fee will be calculated and invoiced by ICANN on a quarterly basis, and shall be paid by Registry Operator within sixty (60) calendar days with respect to the first quarter of such ICANN fiscal year and within twenty (20) calendar days with respect to each remaining quarter of such ICANN fiscal year, of receipt of the invoiced amount by ICANN. The Registry Operator may invoice and collect the Variable Registry-Level Fees from the registrars that are party to a registry-registrar agreement with Registry Operator (which agreement may specifically provide for the reimbursement of Variable Registry-Level Fees paid by Registry Operator pursuant to this Section 6.3); provided, that the fees shall be invoiced to all ICANN accredited registrars if invoiced to any. The Variable Registry-Level Fee, if collectible by ICANN, shall be an obligation of Registry Operator and shall be due and payable as provided in this Section 6.3 irrespective of Registry Operator's ability to seek and obtain reimbursement of such fee from registrars. In the event ICANN later collects variable accreditation fees for which Registry Operator has paid ICANN a Variable Registry-Level Fee, ICANN shall reimburse the Registry Operator an appropriate amount of the Variable Registry-Level Fee, as reasonably determined by ICANN. If the ICANN accredited registrars (as a group) do approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for a fiscal year, ICANN shall not be entitled to a Variable-Level Fee hereunder for such fiscal year, irrespective of whether the ICANN accredited registrars comply with their payment obligations to ICANN during such fiscal year.

(b) The amount of the Variable Registry-Level Fee will be specified for each registrar, and may include both a per-registrar component and a transactional component. The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year but shall not exceed US$0.25 per domain name registration (including renewals associated with transfers from one ICANN accredited registrar to another) per year.

6.4 Pass Through Fees. Registry Operator shall pay to ICANN (i) a one-time fee equal to US$5,000 for access to and use of the Trademark Clearinghouse as described in Specification 7 (the "RPM Access Fee") and (ii) an amount specified by ICANN not to exceed US$0.25 per Sunrise Registration and Claims Registration (as such terms are used in Trademark Clearinghouse RPMs incorporated herein pursuant to Specification 7) (the "RPM Registration Fee"). The RPM Access Fee will be invoiced as of the Effective Date of this Agreement, and Registry Operator shall pay such fee to an account specified by ICANN within thirty (30) calendar days following the date of the invoice. ICANN will invoice Registry Operator quarterly for the RPM Registration Fee, which shall be due in accordance with the invoicing and payment procedure specified in Section 6.1.

6.5 Adjustments to Fees. Notwithstanding any of the fee limitations set forth in this Article 6, commencing upon the expiration of the first year of this Agreement, and upon the expiration of each year thereafter during the Term, the then-current fees set forth in

Section 6.1 and Section 6.3 may be adjusted, at ICANN's discretion, by a percentage equal to the percentage change, if any, in (i) the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index (the "CPI") for the month which is one (1) month prior to the commencement of the applicable year, over (ii) the CPI published for the month which is one (1) month prior to the commencement of the immediately prior year. In the event of any such increase, ICANN shall provide notice to Registry Operator specifying the amount of such adjustment. Any fee adjustment under this Section 6.5 shall be effective as of the first day of the first calendar quarter following at least thirty (30) days after ICANN's delivery to Registry Operator of such fee adjustment notice.

6.6 Additional Fee on Late Payments. For any payments thirty (30) calendar days or more overdue under this Agreement, Registry Operator shall pay an additional fee on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

ARTICLE 7.

MISCELLANEOUS

7.1 Indemnification of ICANN.

(a) Registry Operator shall indemnify and defend ICANN and its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to intellectual property ownership rights with respect to the TLD, the delegation of the TLD to Registry Operator, Registry Operator's operation of the registry for the TLD or Registry Operator's provision of Registry Services, provided that Registry Operator shall not be obligated to indemnify or defend any Indemnitee to the extent the claim, damage, liability, cost or expense arose: (i) due to the actions or omissions of ICANN, its subcontractors, panelists or evaluators specifically related to and occurring during the registry TLD application process (other than actions or omissions requested by or for the benefit of Registry Operator), or (ii) due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct by ICANN. This Section shall not be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for costs associated with the negotiation or execution of this Agreement, or with monitoring or management of the parties' respective obligations hereunder. Further, this Section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 5 or otherwise awarded by a court of competent jurisdiction or arbitrator.

(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the same actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN's total claim, calculated by dividing the number of total domain names under registration with Registry

Operator within the TLD (which names under registration shall be calculated consistently with Article 6 hereof for any applicable quarter) by the total number of domain names under registration within all top level domains for which the registry operators thereof are engaging in the same acts or omissions giving rise to such claim. For the purposes of reducing Registry Operator's liability under Section 7.1(a) pursuant to this Section 7.1(b), Registry Operator shall have the burden of identifying the other registry operators that are engaged in the same actions or omissions that gave rise to the claim, and demonstrating, to ICANN's reasonable satisfaction, such other registry operators' culpability for such actions or omissions. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN as set forth in Section 7.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.

7.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 7.1 above, ICANN shall provide notice thereof to Registry Operator as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to ICANN to handle and defend the same, at Registry Operator's sole cost and expense, provided that in all events ICANN will be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN's policies, Bylaws or conduct. ICANN shall cooperate, at Registry Operator's cost and expense, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is fully indemnified by Registry Operator will be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section 7.2, ICANN will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator and Registry Operator shall cooperate in such defense.

7.3 Defined Terms. For purposes of this Agreement, unless such definitions are amended pursuant to a Consensus Policy at a future date, in which case the following definitions shall be deemed amended and restated in their entirety as set forth in such Consensus Policy, Security and Stability shall be defined as follows:

(a) For the purposes of this Agreement, an effect on "Security" shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of registry data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

(b) For purposes of this Agreement, an effect on "Stability" shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and

published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments ("RFCs") sponsored by the Internet Engineering Task Force; or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on Registry Operator's delegated information or provisioning of services.

7.4 No Offset. All payments due under this Agreement will be made in a timely manner throughout the Term and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

7.5 Change of Control; Assignment and Subcontracting. Except as set forth in this Section 7.5, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, which approval will not be unreasonably withheld. For purposes of this Section 7.5, a direct or indirect change of control of Registry Operator or any subcontracting arrangement that relates to any Critical Function (as identified in Section 6 of Specification 10) for the TLD (a "Material Subcontracting Arrangement") shall be deemed an assignment.

(a) Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any assignment or Material Subcontracting Arrangement, and any agreement to assign or subcontract any portion of the operations of the TLD (whether or not a Material Subcontracting Arrangement) must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder, and Registry Operator shall continue to be bound by such covenants, obligations and agreements. Registry Operator must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of Registry Operator.

(b) Within thirty (30) calendar days of either such notification pursuant to Section 7.5(a), ICANN may request additional information from Registry Operator establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

(c) Registry Operator agrees that ICANN's consent to any assignment, change of control or Material Subcontracting Arrangement will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates).

(d) If ICANN fails to expressly provide or withhold its consent to any assignment, direct or indirect change of control of Registry Operator or any Material Subcontracting Arrangement within thirty (30) calendar days of ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from Registry Operator as set forth above, thirty (30) calendar days of the receipt of all requested written information regarding such transaction) from Registry Operator, ICANN shall be deemed to have consented to such transaction.

(e) In connection with any such assignment, change of control or Material Subcontracting Arrangement, Registry Operator shall comply with the Registry Transition Process.

(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 4.3(g), (ii) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of Registry Operator, or, if Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 7.5. Notwithstanding Section 7.5(a), in the event an assignment is made pursuant to clauses (ii) or (iii) of this Section 7.5(f), the assigning party will provide the other party with prompt notice following any such assignment.

7.6 Amendments and Waivers.

(a) If the ICANN Board of Directors determines that an amendment to this Agreement (including to the Specifications referred to herein) and all other registry agreements between ICANN and the Applicable Registry Operators (the "Applicable Registry Agreements") is desirable (each, a "Special Amendment"), ICANN may adopt a Special Amendment pursuant to the requirements of and process set forth in this Section 7.6; provided that a Special Amendment may not be a Restricted Amendment.

(b) Prior to submitting a Special Amendment for Registry Operator Approval, ICANN shall first consult in good faith with the Working Group regarding the form and substance of such Special Amendment. The duration of such consultation shall be

reasonably determined by ICANN based on the substance of the Special Amendment. Following such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) calendar days (the "Posting Period") and providing notice of such proposed amendment to the Applicable Registry Operators in accordance with Section 7.9. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registry Operators).

(c) If, within one hundred eighty (180) calendar days following the expiration of the Posting Period (the "Approval Period"), the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment, but must address the subject matter of the Special Amendment posted for public comment, as modified to reflect and/or address input from the Working Group and public comments), ICANN shall provide notice of, and submit, such Special Amendment for approval or disapproval by the Applicable Registry Operators. If, during the sixty (60) calendar day period following the date ICANN provides such notice to the Applicable Registry Operators, such Special Amendment receives Registry Operator Approval, such Special Amendment shall be deemed approved (an "Approved Amendment") by the Applicable Registry Operators, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Approved Amendment to Registry Operator (the "Amendment Effective Date"). In the event that a Special Amendment does not receive Registry Operator Approval, the Special Amendment shall be deemed not approved by the Applicable Registry Operators (a "Rejected Amendment"). A Rejected Amendment will have no effect on the terms and conditions of this Agreement, except as set forth below.

(d) If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of Specification 1, the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the "Resolution Adoption Date") requesting an Issue Report (as such term is defined in ICANN's Bylaws) by the Generic Names Supporting Organization (the "GNSO") regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a "PDP." If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN's Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registry Operator shall comply with its obligations pursuant to Section 2.2 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 7.6(d), the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject matter of such Rejected Amendment was the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation.

(e) If (a) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of Specification 1, (b) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (c) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (A) recommends adoption of the Rejected Amendment as Consensus Policy or (B) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:

(i) the subject matter of the Rejected Amendment must be within the scope of ICANN's mission and consistent with a balanced application of its core values (as described in ICANN's Bylaws);

(ii) the Rejected Amendment must be justified by a Substantial and Compelling Reason in the Public Interest, must be likely to promote such interest, taking into account competing public and private interests that are likely to be affected by the Rejected Amendment, and must be narrowly tailored and no broader than reasonably necessary to address such Substantial and Compelling Reason in the Public Interest;

(iii) to the extent the Rejected Amendment prohibits or requires conduct or activities, imposes material costs on the Applicable Registry Operators, and/or materially reduces public access to domain name services, the Rejected Amendment must be the least restrictive means reasonably available to address the Substantial and Compelling Reason in the Public Interest;

(iv) the ICANN Board of Directors must submit the Rejected Amendment, along with a written explanation of the reasoning related to its determination that the Rejected Amendment meets the requirements set out in subclauses (i) through (iii) above, for public comment for a period of no less than thirty (30) calendar days; and

(v) following such public comment period, the ICANN Board of Directors must (a) engage in consultation (or direct ICANN management to engage in consultation) with the Working Group, subject matter experts, members of the GNSO, relevant advisory committees and other interested stakeholders with respect to such Rejected Amendment for a period of no less than sixty (60) calendar days; and (b) following such consultation, reapprove the Rejected Amendment (which may be in a form different than submitted for Registry Operator Approval, but must address the subject matter of the Rejected Amendment, as modified to reflect and/or address

input from the Working Group and public comments) by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy (a "Board Amendment").

Such Board Amendment shall, subject to Section 7.6(f), be deemed an Approved Amendment, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Board Amendment to Registry Operator (which effective date shall be deemed the Amendment Effective Date hereunder). Notwithstanding the foregoing, a Board Amendment may not amend the registry fees charged by ICANN hereunder, or amend this Section 7.6.

(f) Notwithstanding the provisions of Section 7.6(e), a Board Amendment shall not be deemed an Approved Amendment if, during the thirty (30) calendar day period following the approval by the ICANN Board of Directors of the Board Amendment, the Working Group, on the behalf of the Applicable Registry Operators, submits to the ICANN Board of Directors an alternative to the Board Amendment (an "Alternative Amendment") that meets the following requirements:

(i) sets forth the precise text proposed by the Working Group to amend this Agreement in lieu of the Board Amendment;

(ii) addresses the Substantial and Compelling Reason in the Public Interest identified by the ICANN Board of Directors as the justification for the Board Amendment; and

(iii) compared to the Board Amendment is: (a) more narrowly tailored to address such Substantial and Compelling Reason in the Public Interest, and (b) to the extent the Alternative Amendment prohibits or requires conduct or activities, imposes material costs on Affected Registry Operators, or materially reduces access to domain name services, is a less restrictive means to address the Substantial and Compelling Reason in the Public Interest.

Any proposed amendment that does not meet the requirements of subclauses (i) through (iii) in the immediately preceding sentence shall not be considered an Alternative Amendment hereunder and therefore shall not supersede or delay the effectiveness of the Board Amendment. If, following the submission of the Alternative Amendment to the ICANN Board of Directors, the Alternative Amendment receives Registry Operator Approval, the Alternative Amendment shall supersede the Board Amendment and shall be deemed an Approved Amendment hereunder (and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Alternative Amendment to Registry Operator, which effective date shall deemed the Amendment Effective Date hereunder),

unless, within a period of sixty (60) calendar days following the date that the Working Group notifies the ICANN Board of Directors of Registry Operator Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registry Operator Approval within thirty (30) calendar days of submission of such Alternative Amendment to the Applicable Registry Operators (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registry Operator (which effective date shall deemed the Amendment Effective Date hereunder). If the ICANN Board of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 7.6(f)(i) through 7.6(f)(iii). The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board Amendment meets the criteria set forth in Section 7.6(e)(i) through 7.6(e)(v).

(g) In the event that Registry Operator believes an Approved Amendment does not meet the substantive requirements set out in this Section 7.6 or has been adopted in contravention of any of the procedural provisions of this Section 7.6, Registry Operator may challenge the adoption of such Special Amendment pursuant to the dispute resolution provisions set forth in Article 5, except that such arbitration shall be conducted by a three-person arbitration panel. Any such challenge must be brought within sixty (60) calendar days following the date ICANN provided notice to Registry Operator of the Approved Amendment, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process.

(h) Registry Operator may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registry Operator hereunder, an "Exemption Request") during the thirty (30) calendar day period following the date ICANN provided notice to Registry Operator of such Approved Amendment. Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registry Operator. An Exemption Request may only be granted upon a clear and convincing showing by Registry Operator that compliance with the Approved Amendment conflicts with applicable laws or would have a material adverse effect on the long-term financial condition or results of operations of Registry Operator. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in

the denial of a direct benefit to registrants. Within ninety (90) calendar days of ICANN's receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement. If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any conditions, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registry Operator may, within thirty (30) calendar days following receipt of ICANN's determination, appeal ICANN's decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Article 5. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only Exemption Requests submitted by Registry Operator that are approved by ICANN pursuant to this Section 7.6(j), agreed to by ICANN following mediation pursuant to Section 5.1 or through an arbitration decision pursuant to Section 5.2 shall exempt Registry Operator from any Approved Amendment, and no Exemption Request granted to any other Applicable Registry Operator (whether by ICANN or through arbitration) shall have any effect under this Agreement or exempt Registry Operator from any Approved Amendment.

(i) Except as set forth in this Section 7.6, Section 7.7 and as otherwise set forth in this Agreement and the Specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, and nothing in this Section 7.6 or Section 7.7 shall restrict ICANN and Registry Operator from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Sections 7.6 or 7.7 shall be deemed to limit Registry Operator's obligation to comply with Section 2.2.

(j) For purposes of this Section 7.6, the following terms shall have the following meanings:

(i) "Applicable Registry Operators" means, collectively, the registry operators of top-level domains party to a registry agreement that contains a provision similar to this Section 7.6, including Registry Operator.

(ii) "Registry Operator Approval" means the receipt of each of the following: (A) the affirmative approval of the Applicable Registry Operators

whose payments to ICANN accounted for two-thirds of the total amount of fees (converted to U.S. dollars, if applicable, at the prevailing exchange rate published the prior day in the U.S. Edition of the Wall Street Journal for the date such calculation is made by ICANN) paid to ICANN by all the Applicable Registry Operators during the immediately previous calendar year pursuant to the Applicable Registry Agreements, and (B) the affirmative approval of a majority of the Applicable Registry Operators at the time such approval is obtained. For the avoidance of doubt, with respect to clause (B), each Applicable Registry Operator shall have one vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Registry Agreement.

(iii) "Restricted Amendment" means the following: (A) an amendment of Specification 1, (B) except to the extent addressed in Section 2.10 hereof, an amendment that specifies the price charged by Registry Operator to registrars for domain name registrations, (C) an amendment to the definition of Registry Services as set forth in the first paragraph of Section 2.1 of Specification 6, or (D) an amendment to the length of the Term.

(iv) "Substantial and Compelling Reason in the Public Interest" means a reason that is justified by an important, specific, and articulated public interest goal that is within ICANN's mission and consistent with a balanced application of ICANN's core values as defined in ICANN's Bylaws.

(v) "Working Group" means representatives of the Applicable Registry Operators and other members of the community that the Registry Stakeholders Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registry Agreements (excluding bilateral amendments pursuant to Section 7.6(i)).

(k) Notwithstanding anything in this Section 7.6 to the contrary, (i) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for Approved Amendment to become effective with respect to Registry Operator, and (ii) no Approved Amendment adopted pursuant to Section 7.6 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

7.7 Negotiation Process.

(a) If either the Chief Executive Officer of ICANN ("CEO") or the Chairperson of the Registry Stakeholder Group ("Chair") desires to discuss any revision(s) to this Agreement, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Agreement (a "Negotiation Notice"). Notwithstanding the foregoing, neither the CEO nor the Chair may

(i) propose revisions to this Agreement that modify any Consensus Policy then existing, (ii) propose revisions to this Agreement pursuant to this Section 7.7 on or before June 30, 2014, or (iii) propose revisions or submit a Negotiation Notice more than once during any twelve (12) month period beginning on July 1, 2014.

(b) Following receipt of the Negotiation Notice by either the CEO or the Chair, ICANN and the Working Group (as defined in Section 7.6) shall consult in good faith negotiations regarding the form and substance of the proposed revisions to this Agreement, which shall be in the form of a proposed amendment to this Agreement (the "Proposed Revisions"), for a period of at least ninety (90) calendar days (unless a resolution is earlier reached) and attempt to reach a mutually acceptable agreement relating to the Proposed Revisions (the "Discussion Period").

(c) If, following the conclusion of the Discussion Period, an agreement is reached on the Proposed Revisions, ICANN shall post the mutually agreed Proposed Revisions on its website for public comment for no less than thirty (30) calendar days (the "Posting Period") and provide notice of such revisions to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval (as defined in Section 7.6) and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(d) If, following the conclusion of the Discussion Period, an agreement is not reached between ICANN and the Working Group on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (the "Mediation Notice") requiring each party to attempt to resolve the disagreements related to the Proposed Revisions through impartial, facilitative (non-evaluative) mediation in accordance with the terms and conditions set forth below. In the event that a Mediation Notice is provided, ICANN and the Working Group shall, within fifteen (15) calendar days thereof, simultaneously post the text of their desired version of the Proposed Revisions and a position paper with respect thereto on ICANN's website.

(i) The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, who has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must

confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.7(d)(i).

(ii) The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute.

(iii) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

(iv) If an agreement is reached during the mediation, ICANN shall post the mutually agreed Proposed Revisions on its website for the Posting Period and provide notice to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the agreed Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(v) If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the mediation shall automatically terminate (unless extended by agreement of the parties). The mediator shall deliver to the parties a definition of the issues that could be considered in future arbitration, if invoked. Those issues are subject to the limitations set forth in Section 7.7(e)(ii) below.

(e) If, following mediation, ICANN and the Working Group have not reached an agreement on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable Registry Operators to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.2, subject to the requirements and limitations of this Section 7.7(e).

(i) If an Arbitration Notice is sent, the mediator's definition of issues, along with the Proposed Revisions (be those from ICANN, the

Working Group or both) shall be posted for public comment on ICANN's website for a period of no less than thirty (30) calendar days. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators), and information regarding such comments and consideration shall be provided to a three (3) person arbitrator panel. Each party may modify its Proposed Revisions before and after the Posting Period. The arbitration proceeding may not commence prior to the closing of such public comment period, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. Except as set forth in this Section 7.7, the arbitration shall be conducted pursuant to Section 5.2.

(ii) No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of Specification 1, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Articles 1, 3 and 6; Sections 2.1, 2.2, 2.5, 2.7, 2.9, 2.10, 2.16, 2.17, 2.19, 4.1, 4.2, 7.3, 7.6, 7.7, 7.8, 7.10, 7.11, 7.12, 7.13, 7.14, 7.16; Section 2.8 and Specification 7 (but only to the extent such Proposed Revisions seek to implement an RPM not contemplated by Sections 2.8 and Specification 7); Exhibit A; and Specifications 1, 4, 6, 10 and 11.

(iii) The mediator will brief the arbitrator panel regarding ICANN and the Working Group's respective proposals relating to the Proposed Revisions.

(iv) No amendment to this Agreement relating to the Proposed Revisions may be submitted for arbitration by either the Working Group or ICANN, unless, in the case of the Working Group, the proposed amendment has received Registry Operator Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

(v) In order for the arbitrator panel to approve either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of ICANN's core values (as described in ICANN's Bylaws) and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable Registry Operators and ICANN (as applicable), and the public benefit sought to be achieved by the Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to

this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator and deemed an Approved Amendment hereunder.

(f) With respect to an Approved Amendment relating to an amendment proposed by ICANN, Registry may apply in writing to ICANN for an exemption from such amendment pursuant to the provisions of Section 7.6.

(g) Notwithstanding anything in this Section 7.7 to the contrary, (a) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registry Operator, and (b) no Approved Amendment adopted pursuant to Section 7.7 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

7.8 No Third-Party Beneficiaries. This Agreement will not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

7.9 General Notices. Except for notices pursuant to Sections 7.6 and 7.7, all notices to be given under or in relation to this Agreement will be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this Agreement. All notices under Sections 7.6 and 7.7 shall be given by both posting of the applicable information on ICANN's web site and transmission of such information to Registry Operator by electronic mail. Any change in the contact information for notice below will be given by the party within thirty (30) calendar days of such change. Other than notices under Sections 7.6 or 7.7, any notice required by this Agreement will be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within three (3) calendar days. Any notice required by Sections 7.6 or 7.7 will be deemed to have been given when electronically posted on ICANN's website and upon confirmation of receipt by the email server. In the event other means of notice become practically achievable, such as notice via a secure website, the parties will work together to implement such notice means under this Agreement.

If to ICANN, addressed to:
Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA
Telephone: +1-310-301-5800

Facsimile: +1-310-823-8649
Attention: President and CEO

With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to:
National Association of Boards of Pharmacy
1600 Feehanville Drive
Mount Prospect, Illinois 60056
USA
Telephone: Contact Information Redacted
Facsimile: Contact Information Redacted
Attention: Tim McGinnis, .Pharmacy Registry Administrator
Email: Contact Information Redacted

7.10 Entire Agreement. This Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

7.11 English Language Controls. Notwithstanding any translated version of this Agreement and/or specifications that may be provided to Registry Operator, the English language version of this Agreement and all referenced specifications are the official versions that bind the parties hereto. In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version controls. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

7.12 Ownership Rights. Nothing contained in this Agreement shall be construed as (a) establishing or granting to Registry Operator any property ownership rights or interests of Registry Operator in the TLD or the letters, words, symbols or other characters making up the TLD string, or (b) affecting any existing intellectual property or ownership rights of Registry Operator.

7.13 Severability; Conflicts with Laws. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the balance of this Agreement or of any other term hereof, which shall remain in full force and effect. If any of the provisions hereof are determined to be invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible. ICANN and the Working Group will mutually cooperate to develop an ICANN procedure for ICANN's review and consideration of alleged conflicts between applicable laws and non-WHOIS related provisions of this Agreement. Until such procedure is developed and implemented by ICANN, ICANN will review and consider alleged conflicts

between applicable laws and non-WHOIS related provisions of this Agreement in a manner similar to ICANN's Procedure For Handling WHOIS Conflicts with Privacy Law.

7.14 Court Orders. ICANN will respect any order from a court of competent jurisdiction, including any orders from any jurisdiction where the consent or non-objection of the government was a requirement for the delegation of the TLD. Notwithstanding any other provision of this Agreement, ICANN's implementation of any such order will not be a breach of this Agreement

7.15 Confidentiality

(a) Subject to Section 7.15(c), during the Term and for a period of three (3) years thereafter, each party shall, and shall cause its and its Affiliates' officers, directors, employees and agents to, keep confidential and not publish or otherwise disclose to any third party, directly or indirectly, any information that is, and the disclosing party has marked as, or has otherwise designated in writing to the receiving party as, "confidential trade secret," "confidential commercial information" or "confidential financial information" (collectively, "Confidential Information"), except to the extent such disclosure is permitted by the terms of this Agreement.

(b) The confidentiality obligations under Section 7.15(a) shall not apply to any Confidential Information that (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no fault of the receiving party in breach of this Agreement, (ii) can be demonstrated by documentation or other competent proof to have been in the receiving party's possession prior to disclosure by the disclosing party without any obligation of confidentiality with respect to such information, (iii) is subsequently received by the receiving party from a third party who is not bound by any obligation of confidentiality with respect to such information, (iv) has been published by a third party or otherwise enters the public domain through no fault of the receiving party, or (v) can be demonstrated by documentation or other competent evidence to have been independently developed by or for the receiving party without reference to the disclosing party's Confidential Information.

(c) Each party shall have the right to disclose Confidential Information to the extent that such disclosure is (i) made in response to a valid order of a court of competent jurisdiction or, if in the reasonable opinion of the receiving party's legal counsel, such disclosure is otherwise required by applicable law; provided, however, that the receiving party shall first have given notice to the disclosing party and given the disclosing party a reasonable opportunity to quash such order or to obtain a protective order or confidential treatment order requiring that the Confidential Information that is the subject of such order or other applicable law be held in confidence by such court or other third party recipient, unless the receiving party is not permitted to provide such notice under such order or applicable law, or (ii) made by the receiving party or any of its Affiliates to its or their attorneys, auditors, advisors, consultants, contractors or other third parties for use by such person or entity as may be necessary or useful in connection with the performance of the activities under this Agreement, provided that such third party is bound by

confidentiality obligations at least as stringent as those set forth herein, either by written agreement or through professional responsibility standards.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

NATIONAL ASSOCIATION OF BOARDS OF PHARMACY

By: _____
Carmen A. Catizone
Executive Director/Secretary

EXHIBIT A

Approved Services

The ICANN gTLD Applicant Guidebook (located at http://newgtlds.icann.org/en/applicants/agb) and the RSEP specify processes for consideration of proposed registry services. Registry Operator may provide any service that is required by the terms of this Agreement. In addition, the following services (if any) are specifically identified as having been approved by ICANN prior to the effective date of the Agreement, and Registry Operator may provide such services:

1. DNS Service – TLD Zone Contents

Notwithstanding anything else in this Agreement, as indicated in section 2.2.3.3 of the gTLD Applicant Guidebook, permissible contents for the TLD's zone are:

1.1. Apex SOA record

1.2. Apex NS records and in-bailiwick glue for the TLD's DNS servers

1.3. NS records and in-bailiwick glue for DNS servers of registered names in the TLD

1.4. DS records for registered names in the TLD

1.5. Records associated with signing the TLD zone (i.e., RRSIG, DNSKEY, NSEC, and NSEC3)

(Note: The above language effectively does not allow, among other things, the inclusion of DNS resource records that would enable a dotless domain name (e.g., apex A, AAAA, MX records) in the TLD zone.)

If Registry Operator wishes to place any DNS resource record type into its TLD DNS zone (other than those listed in Sections 1.1 through 1.5 above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records in the TLD zone, even if approved, might not work as intended for all users due to lack of software support.

2. Anti-Abuse

Registry Operator may suspend, delete or otherwise make changes to domain names in compliance with its anti-abuse policy.

3. Searchable Whois

Notwithstanding anything else in this Agreement, Registry Operator must offer a searchable Whois service compliant with the requirements described in Section 1.10 of Specification 4 of this Agreement. Registry Operator must implement at least one of the following mechanisms in order to prevent abuse of the searchable Whois service:

- Username and password based authentication.
- Certificate based authentication.
- CAPTCHA (Completely Automated Public Turing test to tell Computers and Humans Apart) with rate-limiting mechanism to prevent repetitive invocation of the service.

4. Internationalized Domain Names (IDNs)

Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with the following requirements:

4.1. Registry Operator must offer Registrars support for handling IDN registrations in EPP.

4.2. Registry Operator will not offer variant IDNs.

4.3. Registry Operator may offer registration of IDNs in the following languages/scripts (IDN Tables and IDN Registration Rules will be published by the Registry Operator as specified in the ICANN IDN Implementation Guidelines):

4.3.1. Spanish language

SPECIFICATION 1

CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

1. **Consensus Policies**.

1.1. "***Consensus Policies***" are those policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this Specification. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with the process set forth therein.

1.2. Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following:

1.2.1 issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet or Domain Name System ("DNS");

1.2.2 functional and performance specifications for the provision of Registry Services;

1.2.3 Security and Stability of the registry database for the TLD;

1.2.4 registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars;

1.2.5 resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names); or

1.2.6 restrictions on cross-ownership of registry operators and registrars or registrar resellers and regulations and restrictions with respect to registry operations and the use of registry and registrar data in the event that a registry operator and a registrar or registrar reseller are affiliated.

1.3. Such categories of issues referred to in Section 1.2 of this Specification shall include, without limitation:

1.3.1 principles for allocation of registered names in the TLD (e.g., first-come/first-served, timely renewal, holding period after expiration);

1.3.2 prohibitions on warehousing of or speculation in domain names by registries or registrars;

1.3.3 reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration); and

1.3.4 maintenance of and access to accurate and up-to-date information concerning domain name registrations; and procedures to avoid disruptions of domain name registrations due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination.

1.4. In addition to the other limitations on Consensus Policies, they shall not:

1.4.1 prescribe or limit the price of Registry Services;

1.4.2 modify the terms or conditions for the renewal or termination of the Registry Agreement;

1.4.3 modify the limitations on Temporary Policies (defined below) or Consensus Policies;

1.4.4 modify the provisions in the registry agreement regarding fees paid by Registry Operator to ICANN; or

1.4.5 modify ICANN's obligations to ensure equitable treatment of registry operators and act in an open and transparent manner.

2. **Temporary Policies**. Registry Operator shall comply with and implement all specifications or policies established by the Board on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registry Services or the DNS ("***Temporary Policies***").

2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.

2.1.1 ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why

the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.

2.1.2 If the period of time for which the Temporary Policy is adopted exceeds ninety (90) calendar days, the Board shall reaffirm its temporary adoption every ninety (90) calendar days for a total period not to exceed one (1) year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one (1) year period expires or, if during such one (1) year period, the Temporary Policy does not become a Consensus Policy and is not reaffirmed by the Board, Registry Operator shall no longer be required to comply with or implement such Temporary Policy.

3. **Notice and Conflicts**. Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registry Services and Consensus Policies or any Temporary Policy, the Consensus Polices or Temporary Policy shall control, but only with respect to subject matter in conflict.

SPECIFICATION 2

DATA ESCROW REQUIREMENTS

Registry Operator will engage an independent entity to act as data escrow agent ("***Escrow Agent***") for the provision of data escrow services related to the Registry Agreement. The following Technical Specifications set forth in Part A, and Legal Requirements set forth in Part B, will be included in any data escrow agreement between Registry Operator and the Escrow Agent, under which ICANN must be named a third-party beneficiary. In addition to the following requirements, the data escrow agreement may contain other provisions that are not contradictory or intended to subvert the required terms provided below.

PART A – TECHNICAL SPECIFICATIONS

1. **Deposits**. There will be two types of Deposits: Full and Differential. For both types, the universe of Registry objects to be considered for data escrow are those objects necessary in order to offer all of the approved Registry Services.

    1.1. "**Full Deposit**" will consist of 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.

    1.2. "**Differential Deposit**" means data that reflects all transactions that were not reflected in the last previous Full or Differential Deposit, as the case may be. Each Differential Deposit will contain all database transactions since the previous Deposit was completed as of 00:00:00 UTC of each day, but Sunday. Differential Deposits must include complete Escrow Records as specified below that were not included or changed since the most recent full or Differential Deposit (i.e., newly added or modified domain names).

2. **Schedule for Deposits**. Registry Operator will submit a set of escrow files on a daily basis as follows:

    2.1. Each Sunday, a Full Deposit must be submitted to the Escrow Agent by 23:59 UTC.

    2.2. The other six (6) days of the week, a Full Deposit or the corresponding Differential Deposit must be submitted to Escrow Agent by 23:59 UTC.

3. **Escrow Format Specification**.

    3.1. **Deposit's Format**. Registry objects, such as domains, contacts, name servers, registrars, etc. will be compiled into a file constructed as described in draft-arias-noguchi-registry-data-escrow, see Part A, Section 9, reference 1 of this Specification and draft-arias-noguchi-dnrd-objects-mapping, see Part A, Section 9, reference 2 of this Specification (collectively, the "DNDE Specification"). The DNDE Specification describes some elements as

optional; Registry Operator will include those elements in the Deposits if they are available. If not already an RFC, Registry Operator will use the most recent draft version of the DNDE Specification available at the Effective Date. Registry Operator may at its election use newer versions of the DNDE Specification after the Effective Date. Once the DNDE Specification is published as an RFC, Registry Operator will implement that version of the DNDE Specification, no later than one hundred eighty (180) calendar days after. UTF-8 character encoding will be used.

3.2. **Extensions**. If a Registry Operator offers additional Registry Services that require submission of additional data, not included above, additional "extension schemas" shall be defined in a case by case basis to represent that data. These "extension schemas" will be specified as described in Part A, Section 9, reference 2 of this Specification. Data related to the "extensions schemas" will be included in the deposit file described in Part A, Section 3.1 of this Specification. ICANN and the respective Registry Operator shall work together to agree on such new objects' data escrow specifications.

4. **Processing of Deposit files**. 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 Part A, Section 9, reference 3 of this Specification. 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 Part A, Section 9, reference 4 of this Specification, that are also royalty-free. The process to follow for the data file in original text format is:

(1) The XML file of the deposit as described in Part A, Section 9, reference 1 of this Specification must be named as the containing file as specified in Section 5 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.

(3) A compressed and encrypted OpenPGP Message is created using the tarball file as sole input. The suggested algorithm for compression is ZIP as per RFC 4880. The compressed data will be encrypted using the 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) The file may be split as necessary if, once compressed and encrypted, it is larger than the file size limit agreed with the escrow agent. Every part of a

split file, or the whole file if not split, will be called a processed file in this section.

(5) A digital signature file will be generated for every processed file using the Registry Operator's private key. The digital signature file will be in binary OpenPGP format as per RFC 4880 Section 9, reference 3, 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.

(6) The processed files and digital signature files will then be transferred to the Escrow Agent through secure electronic mechanisms, such as, SFTP, SCP, HTTPS 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.

(7) The Escrow Agent will then validate every (processed) transferred data file using the procedure described in Part A, Section 8 of this Specification.

5. **File Naming Conventions**. Files will be named according to the following convention: {gTLD}_{YYYY-MM-DD}_{type}_S{#}_R{rev}.{ext} where:

5.1. {gTLD} is replaced with the gTLD name; in case of an IDN-TLD, the ASCII-compatible form (A-Label) must be used;

5.2. {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 2009-08-02T00:00Z, the string to be used would be "2009-08-02";

5.3. {type} is replaced by:

(1) "full", if the data represents a Full Deposit;

(2) "diff", if the data represents a Differential Deposit;

(3) "thin", if the data represents a Bulk Registration Data Access file, as specified in Section 3 of Specification 4;

5.4. {#} 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".

5.5. {rev} is replaced by the number of revision (or resend) of the file beginning with "0":

5.6. {ext} is replaced by "sig" if it is a digital signature file of the quasi-homonymous file. Otherwise it is replaced by "ryde".

6. **Distribution of Public Keys**. Each of Registry Operator and Escrow Agent will distribute its public key to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified. 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, Registry Operator and ICANN will exchange public keys by the same procedure.

7. **Notification of Deposits**. Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification (the "Interface Specification")) 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 its statement. The attributes are explained in Part A, Section 9, reference 1 of this Specification.

   If not already an RFC, Registry Operator will use the most recent draft version of the Interface Specification at the Effective Date. Registry Operator may at its election use newer versions of the Interface Specification after the Effective Date. Once the Interface Specification is published as an RFC, Registry Operator will implement that version of the Interface Specification, no later than one hundred eighty (180) calendar days after such publishing.

8. **Verification Procedure**.

   (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) Each 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 Part A, Section 9, reference 1 of this Specification.

   (5) If Part A, Section 9, reference 1 of this Specification includes a verification process, that will be applied at this step.

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

9. **References**.

(1) Domain Name Data Escrow Specification (work in progress), http://tools.ietf.org/html/draft-arias-noguchi-registry-data-escrow

(2) Domain Name Registration Data (DNRD) Objects Mapping, http://tools.ietf.org/html/draft-arias-noguchi-dnrd-objects-mapping

(3) OpenPGP Message Format, http://www.rfc-editor.org/rfc/rfc4880.txt

(4) OpenPGP parameters, http://www.iana.org/assignments/pgp-parameters/pgp-parameters.xhtml

(5) ICANN interfaces for registries and data escrow agents, http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces

PART B – LEGAL REQUIREMENTS

1. **Escrow Agent**. Prior to entering into an escrow agreement, the Registry Operator must provide notice to ICANN as to the identity of the Escrow Agent, and provide ICANN with contact information and a copy of the relevant escrow agreement, and all amendments thereto. In addition, prior to entering into an escrow agreement, Registry Operator must obtain the consent of ICANN to (a) use the specified Escrow Agent, and (b) enter into the form of escrow agreement provided. ICANN must be expressly designated as a third-party beneficiary of the escrow agreement. ICANN reserves the right to withhold its consent to any Escrow Agent, escrow agreement, or any amendment thereto, all in its sole discretion.

2. **Fees**. Registry Operator must pay, or have paid on its behalf, fees to the Escrow Agent directly. If Registry Operator fails to pay any fee by the due date(s), the Escrow Agent will give ICANN written notice of such non-payment and ICANN may pay the past-due fee(s) within fifteen (15) calendar days after receipt of the written notice from Escrow Agent. Upon payment of the past-due fees by ICANN, 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.

3. **Ownership**. 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, any intellectual property rights held by Registry Operator in the Deposits will automatically be licensed to ICANN or to a party designated in writing by ICANN on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis, for any use related to the operation, maintenance or transition of the TLD.

4. **Integrity and Confidentiality**. Escrow Agent will be required to (i) hold and maintain the Deposits in a secure, locked, and environmentally safe facility, which is accessible only to authorized representatives of Escrow Agent, (ii) protect the integrity and confidentiality of the Deposits using commercially reasonable measures and (iii) keep and safeguard each Deposit for one (1) year. ICANN and Registry Operator will be provided the right to inspect Escrow Agent's applicable records upon reasonable prior notice and during normal business hours. Registry Operator and ICANN will be provided with the right to designate a third-party auditor to audit Escrow Agent's compliance with the technical specifications and maintenance requirements of this Specification 2 from time to time.

   If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposits, Escrow Agent will promptly notify the Registry Operator and ICANN unless prohibited by law. After notifying the Registry Operator and ICANN, Escrow Agent shall allow

sufficient time for Registry Operator or ICANN to challenge any such order, which shall be the responsibility of Registry Operator or ICANN; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate with the Registry Operator or ICANN to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission of a detailed request.

5. **Copies**. Escrow Agent may be permitted to duplicate any Deposit, in order to comply with the terms and provisions of the escrow agreement.

6. **Release of Deposits**. Escrow Agent will make available for electronic download (unless otherwise requested) to ICANN or its designee, within twenty-four (24) hours, at the Registry Operator's expense, all Deposits in Escrow Agent's possession in the event that the Escrow Agent receives a request from Registry Operator to effect such delivery to ICANN, or receives one of the following written notices by ICANN stating that:

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

   6.2. ICANN has not received a notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent within five (5) calendar days after the Deposit's scheduled delivery date; (a) ICANN gave notice to Escrow Agent and Registry Operator of that failure; and (b) ICANN has not, within seven (7) calendar days after such notice, received the notification from Escrow Agent; or

   6.3. ICANN has received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of failed verification of the latest escrow deposit for a specific date or a notification of a missing deposit, and the notification is for a deposit that should have been made on Sunday (i.e., a Full Deposit); (a) ICANN gave notice to Registry Operator of that receipt; and (b) ICANN has not, within seven (7) calendar days after such notice, received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of verification of a remediated version of such Full Deposit; or

   6.4. ICANN has received five notifications from Escrow Agent within the last thirty (30) calendar days notifying ICANN of either missing or failed escrow deposits that should have been made Monday through Saturday (i.e., a Differential Deposit), and (x) ICANN provided notice to Registry Operator of the receipt of such notifications; and (y) ICANN has not, within seven (7) calendar days after delivery of such notice to Registry Operator, received notification from Escrow Agent of verification of a remediated version of such Differential Deposit; or

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

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

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

6.8. pursuant to Contractual and Operational Compliance Audits as specified under Section 2.11 of the Agreement.

Unless Escrow Agent has previously released the Registry Operator's Deposits to ICANN or its designee, Escrow Agent will deliver all Deposits to ICANN upon expiration or termination of the Registry Agreement or the Escrow Agreement.

7. **Verification of Deposits**.

7.1. Within twenty-four (24) hours after receiving each Deposit or corrected Deposit, Escrow Agent must verify the format and completeness of each Deposit and deliver to ICANN a notification generated for each Deposit. Reports will be delivered electronically using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification.

7.2. If Escrow Agent discovers that any Deposit fails the verification procedures or if Escrow Agent does not receive any scheduled Deposit, Escrow Agent must notify Registry Operator either by email, fax or phone and ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification) of such nonconformity or non-receipt within twenty-four (24) hours after receiving the non-conformant Deposit or the deadline for such Deposit, as applicable. Upon notification of such verification or delivery failure, Registry Operator must begin developing modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to be delivered and pass the verification procedures and deliver such fixes to Escrow Agent as promptly as possible.

8. **Amendments**. Escrow Agent and Registry Operator shall amend the terms of the Escrow Agreement to conform to this Specification 2 within ten (10) calendar days of any amendment or modification to this Specification 2. In the event of a conflict between this Specification 2 and the Escrow Agreement, this Specification 2 shall control.

9. **Indemnity**. 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.

SPECIFICATION 3

FORMAT AND CONTENT FOR REGISTRY OPERATOR MONTHLY REPORTING

Registry Operator shall provide one set of monthly reports per gTLD, using the API described in draft-lozano-icann-registry-interfaces, see Specification 2, Part A, Section 9, reference 5, with the following content.

ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three (3) months after the end of the month to which the reports relate. Unless set forth in this Specification 3, any reference to a specific time refers to Coordinated Universal Time (UTC). Monthly reports shall consist of data that reflects the state of the registry at the end of the month (UTC).

1. **Per-Registrar Transactions Report**. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-transactions-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields per registrar:

Field #	Field name	Description
01	registrar-name	Registrar's full corporate name as registered with IANA
02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids
03	total-domains	total domain names under sponsorship in any EPP status but pendingCreate that have not been purged
04	total-nameservers	total name servers (either host objects or name server hosts as domain name attributes) associated with domain names registered for the TLD in any EPP status but pendingCreate that have not been purged
05	net-adds-1-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of one (1) year (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
06	net-adds-2-yr	number of domains successfully registered (i.e., not

		in EPP pendingCreate status) with an initial term of two(2) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
07	net-adds-3-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of three (3) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
08	net-adds-4-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of four (4) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
09	net-adds-5-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of five (5) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
10	net-adds-6-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of six (6) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
11	net-adds-7-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of seven (7) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
12	net-adds-8-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of eight (8) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
13	net-adds-9-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of nine (9) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
14	net-adds-10-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of ten (10) years (and not deleted within the add grace period). A transaction must be reported in the month

		the add grace period ends.
15	net-renews-1-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of one (1) year (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
16	net-renews-2-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of two (2) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
17	net-renews-3-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of three (3) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
18	net-renews-4-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of four (4) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
19	net-renews-5-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of five (5) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
20	net-renews-6-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of six (6) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.

21	net-renews-7-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of seven (7) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
22	net-renews-8-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of eight (8) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
23	net-renews-9-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of nine (9) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
24	net-renews-10-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of ten (10) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
25	transfer-gaining-successful	number of domain transfers initiated by this registrar that were successfully completed (either explicitly or automatically approved) and not deleted within the transfer grace period. A transaction must be reported in the month the transfer grace period ends.
26	transfer-gaining-nacked	number of domain transfers initiated by this registrar that were rejected (e.g., EPP transfer op="reject") by the other registrar
27	transfer-losing-successfully	number of domain transfers initiated by another registrar that were successfully completed (either explicitly or automatically approved)
28	transfer-losing-nacked	number of domain transfers initiated by another registrar that this registrar rejected (e.g., EPP transfer op="reject")

29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed (reported in the month where the determination happened)
30	transfer-disputed-lost	number of transfer disputes this registrar lost (reported in the month where the determination happened)
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision (reported in the month where the determination happened)
32	deleted-domains-grace	domains deleted within the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
33	deleted-domains-nograce	domains deleted outside the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests
39	attempted-adds	number of attempted (both successful and failed) domain name create commands

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report shall include totals for each column across all registrars; the first field of this line shall read "Totals" while the second field shall be left empty in that line. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

2. **Registry Functions Activity Report**. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-activity-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields:

Field #	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre-ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period
04	zfa-passwords	number of active zone file access passwords at the end of the reporting period
05	whois-43-queries	number of WHOIS (port-43) queries responded during the reporting period
06	web-whois-queries	number of Web-based Whois queries responded during the reporting period, not including searchable Whois
07	searchable-whois-queries	number of searchable Whois queries responded during the reporting period, if offered
08	dns-udp-queries-received	number of DNS queries received over UDP transport during the reporting period
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded during the reporting period
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period
11	dns-tcp-queries-responded	number of DNS queries received over TCP transport that were responded during the reporting period
12	srs-dom-check	number of SRS (EPP and any other interface) domain name “check” requests responded during the reporting period
13	srs-dom-create	number of SRS (EPP and any other interface) domain name “create” requests responded during the reporting period
14	srs-dom-delete	number of SRS (EPP and any other interface) domain name “delete” requests responded during the reporting period
15	srs-dom-info	number of SRS (EPP and any other interface) domain name “info” requests responded during the reporting period

Field #	Field Name	Description
16	srs-dom-renew	number of SRS (EPP and any other interface) domain name “renew” requests responded during the reporting period
17	srs-dom-rgp-restore-report	number of SRS (EPP and any other interface) domain name RGP “restore” requests delivering a restore report responded during the reporting period
18	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP “restore” requests responded during the reporting period
19	srs-dom-transfer-approve	number of SRS (EPP and any other interface) domain name “transfer” requests to approve transfers responded during the reporting period
20	srs-dom-transfer-cancel	number of SRS (EPP and any other interface) domain name “transfer” requests to cancel transfers responded during the reporting period
21	srs-dom-transfer-query	number of SRS (EPP and any other interface) domain name “transfer” requests to query about a transfer responded during the reporting period
22	srs-dom-transfer-reject	number of SRS (EPP and any other interface) domain name “transfer” requests to reject transfers responded during the reporting period
23	srs-dom-transfer-request	number of SRS (EPP and any other interface) domain name “transfer” requests to request transfers responded during the reporting period
24	srs-dom-update	number of SRS (EPP and any other interface) domain name “update” requests (not including RGP restore requests) responded during the reporting period
25	srs-host-check	number of SRS (EPP and any other interface) host “check” requests responded during the reporting period
26	srs-host-create	number of SRS (EPP and any other interface) host “create” requests responded during the reporting period
27	srs-host-delete	number of SRS (EPP and any other interface) host “delete” requests responded during the reporting period

Field #	Field Name	Description
28	srs-host-info	number of SRS (EPP and any other interface) host "info" requests responded during the reporting period
29	srs-host-update	number of SRS (EPP and any other interface) host "update" requests responded during the reporting period
30	srs-cont-check	number of SRS (EPP and any other interface) contact "check" requests responded during the reporting period
31	srs-cont-create	number of SRS (EPP and any other interface) contact "create" requests responded during the reporting period
32	srs-cont-delete	number of SRS (EPP and any other interface) contact "delete" requests responded during the reporting period
33	srs-cont-info	number of SRS (EPP and any other interface) contact "info" requests responded during the reporting period
34	srs-cont-transfer-approve	number of SRS (EPP and any other interface) contact "transfer" requests to approve transfers responded during the reporting period
35	srs-cont-transfer-cancel	number of SRS (EPP and any other interface) contact "transfer" requests to cancel transfers responded during the reporting period
36	srs-cont-transfer-query	number of SRS (EPP and any other interface) contact "transfer" requests to query about a transfer responded during the reporting period
37	srs-cont-transfer-reject	number of SRS (EPP and any other interface) contact "transfer" requests to reject transfers responded during the reporting period
38	srs-cont-transfer-request	number of SRS (EPP and any other interface) contact "transfer" requests to request transfers responded during the reporting period
39	srs-cont-update	number of SRS (EPP and any other interface) contact "update" requests responded during the reporting period

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. No other lines besides the ones

described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

For gTLDs that are part of a single-instance Shared Registry System, the Registry Functions Activity Report may include the total contact or host transactions for all the gTLDs in the system.

SPECIFICATION 4

REGISTRATION DATA PUBLICATION SERVICES

1. **Registration Data Directory Services**. Until ICANN requires a different protocol, Registry Operator will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the following elements in the following format. ICANN reserves the right to specify alternative formats and protocols, and upon such specification, the Registry Operator will implement such alternative specification as soon as reasonably practicable.

   Registry Operator shall implement a new standard supporting access to domain name registration data (SAC 051) no later than one hundred thirty-five (135) days after it is requested by ICANN if: 1) the IETF produces a standard (i.e., it is published, at least, as a Proposed Standard RFC as specified in RFC 2026); and 2) its implementation is commercially reasonable in the context of the overall operation of the registry.

   1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registry Operator, and of the user querying the database.

   1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as delimiters, followed by the value.

   1.3. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

   1.4. The fields specified below set forth the minimum output requirements. Registry Operator may output data fields in addition to those specified below, subject to approval by ICANN, which approval shall not be unreasonably withheld.

   1.5. **Domain Name Data:**

      1.5.1 **Query format:** whois EXAMPLE.TLD

      1.5.2 **Response format:**

      Domain Name: EXAMPLE.TLD
      Domain ID: D1234567-TLD

WHOIS Server: whois.example.tld
Referral URL: http://www.example.tld
Updated Date: 2009-05-29T20:13:00Z
Creation Date: 2000-10-08T00:45:00Z
Registry Expiry Date: 2010-10-08T00:44:59Z
Sponsoring Registrar: EXAMPLE REGISTRAR LLC
Sponsoring Registrar IANA ID: 5555555
Domain Status: clientDeleteProhibited
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Domain Status: serverUpdateProhibited
Registrant ID: 5372808-ERL
Registrant Name: EXAMPLE REGISTRANT
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP
Registrant Postal Code: A1A1A1
Registrant Country: EX
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD
Admin ID: 5372809-ERL
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION
Admin Street: 123 EXAMPLE STREET
Admin City: ANYTOWN
Admin State/Province: AP
Admin Postal Code: A1A1A1
Admin Country: EX
Admin Phone: +1.5555551212
Admin Phone Ext: 1234
Admin Fax: +1.5555551213
Admin Fax Ext:
Admin Email: EMAIL@EXAMPLE.TLD
Tech ID: 5372811-ERL
Tech Name: EXAMPLE REGISTRAR TECHNICAL
Tech Organization: EXAMPLE REGISTRAR LLC
Tech Street: 123 EXAMPLE STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: EX
Tech Phone: +1.1235551234

Tech Phone Ext: 1234
Tech Fax: +1.5555551213
Tech Fax Ext: 93
Tech Email: EMAIL@EXAMPLE.TLD
Name Server: NS01.EXAMPLEREGISTRAR.TLD
Name Server: NS02.EXAMPLEREGISTRAR.TLD
DNSSEC: signedDelegation
DNSSEC: unsigned
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.6. **Registrar Data:**

1.6.1 **Query format**: whois "registrar Example Registrar, Inc."

1.6.2 **Response format**:

Registrar Name: Example Registrar, Inc.
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: registrar@example.tld
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
Admin Contact: Joe Registrar
Phone Number: +1.3105551213
Fax Number: +1.3105551213
Email: joeregistrar@example-registrar.tld
Admin Contact: Jane Registrar
Phone Number: +1.3105551214
Fax Number: +1.3105551213
Email: janeregistrar@example-registrar.tld
Technical Contact: John Geek
Phone Number: +1.3105551215
Fax Number: +1.3105551216
Email: johngeek@example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.7. **Nameserver Data:**

1.7.1 **Query format**: whois "NS1.EXAMPLE.TLD", whois "nameserver (nameserver name)", or whois "nameserver (IP Address)"

1.7.2 **Response format:**

Server Name: NS1.EXAMPLE.TLD
IP Address: 192.0.2.123
IP Address: 2001:0DB8::1
Registrar: Example Registrar, Inc.
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.8. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers (the extension will be provided as a separate field as shown above), email addresses, date and times should conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.

1.9. In order to be compatible with ICANN's common interface for WHOIS (InterNIC), WHOIS output shall be in the format outline above.

1.10. **Searchability**. Offering searchability capabilities on the Directory Services is optional but if offered by the Registry Operator it shall comply with the specification described in this section.

1.10.1 Registry Operator will offer searchability on the web-based Directory Service.

1.10.2 Registry Operator will offer partial match capabilities, at least, on the following fields: domain name, contacts and registrant's name, and contact and registrant's postal address, including all the sub-fields described in EPP (e.g., street, city, state or province, etc.).

1.10.3 Registry Operator will offer exact-match capabilities, at least, on the following fields: registrar id, name server name, and name server's IP address (only applies to IP addresses stored by the registry, i.e., glue records).

1.10.4 Registry Operator will offer Boolean search capabilities supporting, at least, the following logical operators to join a set of search criteria: AND, OR, NOT.

1.10.5 Search results will include domain names matching the search criteria.

1.10.6 Registry Operator will: 1) implement appropriate measures to avoid abuse of this feature (e.g., permitting access only to legitimate

authorized users); and 2) ensure the feature is in compliance with any applicable privacy laws or policies.

1.11. Registry Operator shall provide a link on the primary website for the TLD (i.e., the website provided to ICANN for publishing on the ICANN website) to a web page designated by ICANN containing WHOIS policy and educational materials.

2. Zone File Access

2.1. Third-Party Access

2.1.1 **Zone File Access Agreement**. Registry Operator will enter into an agreement with any Internet user, which will allow such user to access an Internet host server or servers designated by Registry Operator and download zone file data. The agreement will be standardized, facilitated and administered by a Centralized Zone Data Access Provider, which may be ICANN or an ICANN designee (the "CZDA Provider"). Registry Operator (optionally through the CZDA Provider) will provide access to zone file data per Section 2.1.3 of this Specification and do so using the file format described in Section 2.1.4 of this Specification. Notwithstanding the foregoing, (a) the CZDA Provider may reject the request for access of any user that does not satisfy the credentialing requirements in Section 2.1.2 below; (b) Registry Operator may reject the request for access of any user that does not provide correct or legitimate credentials under Section 2.1.2 below or where Registry Operator reasonably believes will violate the terms of Section 2.1.5. below; and, (c) Registry Operator may revoke access of any user if Registry Operator has evidence to support that the user has violated the terms of Section 2.1.5 below.

2.1.2 **Credentialing Requirements**. Registry Operator, through the facilitation of the CZDA Provider, will request each user to provide it with information sufficient to correctly identify and locate the user. Such user information will include, without limitation, company name, contact name, address, telephone number, facsimile number, email address and IP address.

2.1.3 **Grant of Access**. Each Registry Operator (optionally through the CZDA Provider) will provide the Zone File FTP (or other Registry supported) service for an ICANN-specified and managed URL (specifically, <TLD>.zda.icann.org where <TLD> is the TLD for which the registry is responsible) for the user to access the Registry's zone data archives. Registry Operator will grant the user a non-exclusive, nontransferable, limited right to access Registry Operator's (optionally CZDA Provider's) Zone File hosting server, and to transfer

a copy of the top-level domain zone files, and any associated cryptographic checksum files no more than once per 24 hour period using FTP, or other data transport and access protocols that may be prescribed by ICANN. For every zone file access server, the zone files are in the top-level directory called <zone>.zone.gz, with <zone>.zone.gz.md5 and <zone>.zone.gz.sig to verify downloads. If the Registry Operator (or the CZDA Provider) also provides historical data, it will use the naming pattern <zone>-yyyymmdd.zone.gz, etc.

2.1.4 **File Format Standard**. Registry Operator (optionally through the CZDA Provider) will provide zone files using a subformat of the standard Master File format as originally defined in RFC 1035, Section 5, including all the records present in the actual zone used in the public DNS. Sub-format is as follows:

1. Each record must include all fields in one line as: <domain-name> <TTL> <class> <type> <RDATA>.

2. Class and Type must use the standard mnemonics and must be in lower case.

3. TTL must be present as a decimal integer.

4. Use of /X and /DDD inside domain names is allowed.

5. All domain names must be in lower case.

6. Must use exactly one tab as separator of fields inside a record.

7. All domain names must be fully qualified.

8. No $ORIGIN directives.

9. No use of "@" to denote current origin.

10. No use of "blank domain names" at the beginning of a record to continue the use of the domain name in the previous record.

11. No $INCLUDE directives.

12. No $TTL directives.

13. No use of parentheses, e.g., to continue the list of fields in a record across a line boundary.

14. No use of comments.

15. No blank lines.

16. The SOA record should be present at the top and (duplicated at) the end of the zone file.

17. With the exception of the SOA record, all the records in a file must be in alphabetical order.

18. One zone per file. If a TLD divides its DNS data into multiple zones, each goes into a separate file named as above, with all the files combined using tar into a file called <tld>.zone.tar.

2.1.5 **Use of Data by User**. Registry Operator will permit user to use the zone file for lawful purposes; provided that (a) user takes all reasonable steps to protect against unauthorized access to and use and disclosure of the data and (b) under no circumstances will Registry Operator be required or permitted to allow user to use the data to, (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than user's own existing customers, or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-accredited registrar.

2.1.6 **Term of Use**. Registry Operator, through CZDA Provider, will provide each user with access to the zone file for a period of not less than three (3) months. Registry Operator will allow users to renew their Grant of Access.

2.1.7 **No Fee for Access**. Registry Operator will provide, and CZDA Provider will facilitate, access to the zone file to user at no cost.

2.2. **Co-operation**

2.2.1 **Assistance**. Registry Operator will co-operate and provide reasonable assistance to ICANN and the CZDA Provider to facilitate and maintain the efficient access of zone file data by permitted users as contemplated under this Schedule.

2.3. **ICANN Access**. Registry Operator shall provide bulk access to the zone files for the TLD to ICANN or its designee on a continuous basis in the manner ICANN may reasonably specify from time to time. Access will be provided at least daily. Zone files will include SRS data committed as close as possible to 00:00:00 UTC.

2.4. **Emergency Operator Access**. Registry Operator shall provide bulk access to the zone files for the TLD to the Emergency Operators designated by ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time.

3. **Bulk Registration Data Access to ICANN**

3.1. **Periodic Access to Thin Registration Data**. In order to verify and ensure the operational stability of Registry Services as well as to facilitate compliance checks on accredited registrars, Registry Operator will provide ICANN on a weekly basis (the day to be designated by ICANN) with up-to-date Registration Data as specified below. Data will include data committed as of 00:00:00 UTC on the day previous to the one designated for retrieval by ICANN.

3.1.1 **Contents**. Registry Operator will provide, at least, the following data for all registered domain names: domain name, domain name repository object id (roid), registrar id (IANA ID), statuses, last updated date, creation date, expiration date, and name server names. For sponsoring registrars, at least, it will provide: registrar name, registrar repository object id (roid), hostname of registrar Whois server, and URL of registrar.

3.1.2 **Format**. The data will be provided in the format specified in Specification 2 for Data Escrow (including encryption, signing, etc.) but including only the fields mentioned in the previous section, i.e., the file will only contain Domain and Registrar objects with the fields mentioned above. Registry Operator has the option to provide a full deposit file instead as specified in Specification 2.

3.1.3 **Access**. Registry Operator will have the file(s) ready for download as of 00:00:00 UTC on the day designated for retrieval by ICANN. The file(s) will be made available for download by SFTP, though ICANN may request other means in the future.

3.2. **Exceptional Access to Thick Registration Data**. In case of a registrar failure, deaccreditation, court order, etc. that prompts the temporary or definitive transfer of its domain names to another registrar, at the request of ICANN, Registry Operator will provide ICANN with up-to-date data for the domain names of the losing registrar. The data will be provided in the format specified in Specification 2 for Data Escrow. The file will only contain data related to the domain names of the losing registrar. Registry Operator will provide the data as soon as commercially practicable, but in no event later than five (5) calendar days following ICANN's request. Unless otherwise agreed by Registry Operator and ICANN, the file will be made available for download by ICANN in the same manner as the data specified in Section 3.1 of this Specification.

SPECIFICATION 5

SCHEDULE OF RESERVED NAMES

Except to the extent that ICANN otherwise expressly authorizes in writing, and subject to the terms and conditions of this Specification, Registry Operator shall reserve the following labels from initial (i.e., other than renewal) registration within the TLD. If using self-allocation, the Registry Operator must show the registration in the RDDS. In the case of IDN names (as indicated below), IDN variants will be identified according to the registry operator IDN registration policy, where applicable.

1. **Example.** The ASCII label "EXAMPLE" shall be withheld from registration or allocated to Registry Operator at the second level and at all other levels within the TLD at which Registry Operator offers registrations (such second level and all other levels are collectively referred to herein as, "All Levels"). Such label may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, such withheld or allocated label shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such name without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

2. **Two-character labels**. All two-character ASCII labels shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Such labels may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator, provided that such two-character label strings may be released to the extent that Registry Operator reaches agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard. The Registry Operator may also propose the release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes, subject to approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such labels that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3. **Reservations for Registry Operations**.

    3.1. The following ASCII labels must be withheld from registration or allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: WWW, RDDS and WHOIS. The following ASCII label must be allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: NIC. Registry Operator may activate WWW, RDDS and WHOIS in the DNS, but must activate NIC in the

DNS, as necessary for the operation of the TLD. None of WWW, RDDS, WHOIS or NIC may be released or registered to any person (other than Registry Operator) or third party. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD all such withheld or allocated names shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3.2. Registry Operator may activate in the DNS at All Levels up to one hundred (100) names (plus their IDN variants, where applicable) necessary for the operation or the promotion of the TLD. Registry Operator must act as the Registered Name Holder of such names as that term is defined in the then-current ICANN Registrar Accreditation Agreement (RAA). These activations will be considered Transactions for purposes of Section 6.1 of the Agreement. Registry Operator must either (i) register such names through an ICANN-accredited registrar; or (ii) self-allocate such names and with respect to those names submit to and be responsible to ICANN for compliance with ICANN Consensus Policies and the obligations set forth in Subsections 3.7.7.1 through 3.7.7.12 of the then-current RAA (or any other replacement clause setting out the terms of the registration agreement between a registrar and a registered name holder). At Registry Operator's discretion and in compliance with all other terms of this Agreement, such names may be released for registration to another person or entity.

3.3. Registry Operator may withhold from registration or allocate to Registry Operator names (including their IDN variants, where applicable) at All Levels in accordance with Section 2.6 of the Agreement. Such names may not be activated in the DNS, but may be released for registration to another person or entity at Registry Operator's discretion. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Upon ICANN's request, Registry Operator shall provide a listing of all names withheld or allocated to Registry Operator pursuant to Section 2.6 of the Agreement. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

4. **Country and Territory Names**. The country and territory names (including their IDN variants, where applicable) contained in the following internationally recognized lists shall be withheld from registration or allocated to Registry Operator at All Levels:

4.1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European

Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union <http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm>;

4.2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World; and

4.3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names;

provided, that the reservation of specific country and territory names (including their IDN variants according to the registry operator IDN registration policy, where applicable) may be released to the extent that Registry Operator reaches agreement with the applicable government(s). Registry Operator must not activate such names in the DNS; provided, that Registry Operator may propose the release of these reservations, subject to review by ICANN's Governmental Advisory Committee and approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

5. **International Olympic Committee; International Red Cross and Red Crescent Movement**. As instructed from time to time by ICANN, the names (including their IDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at http://www.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Additional International Olympic Committee, International Red Cross and Red Crescent Movement names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Such names may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

6. **Intergovernmental Organizations**. As instructed from time to time by ICANN, Registry Operator will implement the protections mechanism determined by the

ICANN Board of Directors relating to the protection of identifiers for Intergovernmental Organizations. A list of reserved names for this Section 6 is available at http://www.icann.org/en/resources/registries/reserved. Additional names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Any such protected identifiers for Intergovernmental Organizations may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such protected identifiers shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

SPECIFICATION 6

REGISTRY INTEROPERABILITY AND CONTINUITY SPECIFICATIONS

1. **Standards Compliance**

1.1. **DNS**. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1123, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., "xn--ndk061n").

1.2. **EPP**. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 5910, 5730, 5731, 5732 (if using host objects), 5733 and 5734. If Registry Operator implements Registry Grace Period (RGP), it will comply with RFC 3915 and its successors. If Registry Operator requires the use of functionality outside the base EPP RFCs, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.

1.3. **DNSSEC**. Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 4641 and its successors. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in RFC 6841.

1.4. **IDN**. If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>,

as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines.

1.5. **IPv6**. Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow "DNS IPv6 Transport Operational Guidelines" as described in BCP 91 and the recommendations and considerations described in RFC 4472. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Specification 4 of this Agreement; e.g., Whois (RFC 3912), Web based Whois. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six (6) months after receiving the first request in writing from a gTLD accredited Registrar willing to operate with the SRS over IPv6.

2. **Registry Services**

2.1. **Registry Services**. "Registry Services" are, for purposes of the Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry DNS servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy as defined in Specification 1; (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

2.2. **Wildcard Prohibition**. For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a "Name Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry

Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

3. **Registry Continuity**

3.1. **High Availability**. Registry Operator will conduct its operations using network and geographically diverse, redundant servers (including network-level redundancy, end-node level redundancy and the implementation of a load balancing scheme where applicable) to ensure continued operation in the case of technical failure (widespread or local), or an extraordinary occurrence or circumstance beyond the control of the Registry Operator. Registry Operator's emergency operations department shall be available at all times to respond to extraordinary occurrences.

3.2. **Extraordinary Event**. Registry Operator will use commercially reasonable efforts to restore the critical functions of the registry within twenty-four (24) hours after the termination of an extraordinary event beyond the control of the Registry Operator and restore full system functionality within a maximum of forty-eight (48) hours following such event, depending on the type of critical function involved. Outages due to such an event will not be considered a lack of service availability.

3.3. **Business Continuity**. Registry Operator shall maintain a business continuity plan, which will provide for the maintenance of Registry Services in the event of an extraordinary event beyond the control of the Registry Operator or business failure of Registry Operator, and may include the designation of a Registry Services continuity provider. If such plan includes the designation of a Registry Services continuity provider, Registry Operator shall provide the name and contact information for such Registry Services continuity provider to ICANN. In the case of an extraordinary event beyond the control of the Registry Operator where the Registry Operator cannot be contacted, Registry Operator consents that ICANN may contact the designated Registry Services continuity provider, if one exists. Registry Operator shall conduct Registry Services Continuity testing at least once per year.

4. **Abuse Mitigation**

4.1. **Abuse Contact**. Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details.

4.2. **Malicious Use of Orphan Glue Records**. Registry Operator shall take action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided

with evidence in written form that such records are present in connection with malicious conduct.

5. **Supported Initial and Renewal Registration Periods**

5.1. **Initial Registration Periods**. Initial registrations of registered names may be made in the registry in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, initial registrations of registered names may not exceed ten (10) years.

5.2. **Renewal Periods**. Renewal of registered names may be made in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, renewal of registered names may not extend their registration period beyond ten (10) years from the time of the renewal.

6. **Name Collision Occurrence Management**

6.1. **No-Activation Period.** Registry Operator shall not activate any names in the DNS zone for the Registry TLD (except for "NIC") until at least 120 calendar days after the effective date of this agreement. Registry Operator may allocate names (subject to subsection 6.2 below) during this period only if Registry Operator causes registrants to be clearly informed of the inability to activate names until the No-Activation Period ends.

6.2. **Name Collision Occurrence Assessment**

6.2.1 Registry Operator shall not activate any names in the DNS zone for the Registry TLD except in compliance with a Name Collision Occurrence Assessment provided by ICANN regarding the Registry TLD. Registry Operator will either (A) implement the mitigation measures described in its Name Collision Occurrence Assessment before activating any second-level domain name, or (B) block those second-level domain names for which the mitigation measures as described in the Name Collision Occurrence Assessment have not been implemented and proceed with activating names that are not listed in the Assessment.

6.2.2 Notwithstanding subsection 6.2.1, Registry Operator may proceed with activation of names in the DNS zone without implementation of the measures set forth in Section 6.2.1 only if (A) ICANN determines that the Registry TLD is eligible for this alternative path to activation of names; and (B) Registry Operator blocks all second-level domain names identified by ICANN and set forth at <http://newgtlds.icann.org/en/announcements-and-media/announcement-2-17nov13-en> as such list may be modified by ICANN from time to time. Registry Operator may activate names pursuant to this subsection and later activate names pursuant to subsection 6.2.1.

6.2.3 The sets of names subject to mitigation or blocking pursuant to Sections 6.2.1 and 6.2.2 will be based on ICANN analysis of DNS information including "Day in the Life of the Internet" data maintained by the DNS Operations, Analysis, and Research Center (DNS-OARC) <https://www.dns-oarc.net/oarc/data/ditl>.

6.2.4 Registry Operator may participate in the development by the ICANN community of a process for determining whether and how these blocked names may be released.

6.2.5 If ICANN determines that the TLD is ineligible for the alternative path to activation of names, ICANN may elect not to delegate the TLD pending completion of the final Name Collision Occurrence Assessment for the TLD, and Registry Operator's completion of all required mitigation measures. Registry Operator understands that the mitigation measures required by ICANN as a condition to activation of names in the DNS zone for the TLD may include, without limitation, mitigation measures such as those described in Section 3.2 of the New gTLD Name Collision Occurrence Management Plan approved by the ICANN Board New gTLD Program Committee (NGPC) on 7 October 2013 as found at <http://www.icann.org/en/groups/board/documents/resolutions-new-gtld-annex-1-07oct13-en.pdf>.

6.3. **Name Collision Report Handling**

6.3.1 During the first two years after delegation of the TLD, Registry Operator's emergency operations department shall be available to receive reports, relayed by ICANN, alleging demonstrably severe harm from collisions with overlapping use of the names outside of the authoritative DNS.

6.3.2 Registry Operator shall develop an internal process for handling in an expedited manner reports received pursuant to subsection 6.3.1 under which Registry Operator may, to the extent necessary and appropriate, remove a recently activated name from the TLD zone for a period of up to two years in order to allow the affected party to make changes to its systems.

SPECIFICATION 7

MINIMUM REQUIREMENTS FOR RIGHTS PROTECTION MECHANISMS

1. **Rights Protection Mechanisms**. Registry Operator shall implement and adhere to the rights protection mechanisms ("RPMs") specified in this Specification. In addition to such RPMs, Registry Operator may develop and implement additional RPMs that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Registry Operator will include all RPMs required by this Specification 7 and any additional RPMs developed and implemented by Registry Operator in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD. Registry Operator shall implement in accordance with requirements set forth therein each of the mandatory RPMs set forth in the Trademark Clearinghouse as of the date hereof, as posted at http://www.icann.org/en/resources/registries/tmch-requirements (the "Trademark Clearinghouse Requirements"), which may be revised in immaterial respects by ICANN from time to time. Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse. If there is a conflict between the terms and conditions of this Agreement and the Trademark Clearinghouse Requirements, the terms and conditions of this Agreement shall control.

2. **Dispute Resolution Mechanisms**. Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time:

    a. the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN (posted at http://www.icann.org/en/resources/registries/pddrp and http://www.icann.org/en/resources/registries/rrdrp, respectively). Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PDDRP or RRDRP panel and to be bound by any such determination; and

    b. the Uniform Rapid Suspension system ("URS") adopted by ICANN (posted at http://www.icann.org/en/resources/registries/urs), including the implementation of determinations issued by URS examiners.

SPECIFICATION 8

CONTINUED OPERATIONS INSTRUMENT

1. The Continued Operations Instrument shall (a) provide for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6^{th}) anniversary of the Effective Date, and (b) be in the form of either (i) an irrevocable standby letter of credit, or (ii) an irrevocable cash escrow deposit, each meeting the requirements set forth in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook, as published and supplemented by ICANN prior to the date hereof (which is hereby incorporated by reference into this Specification 8). Registry Operator shall use its best efforts to take all actions necessary or advisable to maintain in effect the Continued Operations Instrument for a period of six (6) years from the Effective Date, and to maintain ICANN as a third party beneficiary thereof. If Registry Operator elects to obtain an irrevocable standby letter of credit but the term required above is unobtainable, Registry Operator may obtain a letter of credit with a one-year term and an "evergreen provision," providing for annual extensions, without amendment, for an indefinite number of additional periods until the issuing bank informs ICANN of its final expiration or until ICANN releases the letter of credit as evidenced in writing, if the letter of credit otherwise meets the requirements set forth in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook, as published and supplemented by ICANN prior to the date hereof; provided, however, that if the issuing bank informs ICANN of the expiration of such letter of credit prior to the sixth (6th) anniversary of the Effective Date, such letter of credit must provide that ICANN is entitled to draw the funds secured by the letter of credit prior to such expiration. The letter of credit must require the issuing bank to give ICANN at least thirty (30) calendar days' notice of any such expiration or non-renewal. If the letter of credit expires or is terminated at any time prior to the sixth (6th) anniversary of the Effective Date, Registry Operator will be required to obtain a replacement Continued Operations Instrument. ICANN may draw the funds under the original letter of credit, if the replacement Continued Operations Instrument is not in place prior to the expiration of the original letter of credit. Registry Operator shall provide to ICANN copies of all final documents relating to the Continued Operations Instrument and shall keep ICANN reasonably informed of material developments relating to the Continued Operations Instrument. Registry Operator shall not agree to, or permit, any amendment of, or waiver under, the Continued Operations Instrument or other documentation relating thereto without the prior written consent of ICANN (such consent not to be unreasonably withheld).

2. If, notwithstanding the use of best efforts by Registry Operator to satisfy its obligations under the preceding paragraph, the Continued Operations Instrument expires or is terminated by another party thereto, in whole or in part, for any reason, prior to the sixth anniversary of the Effective Date, Registry Operator shall promptly (i) notify ICANN of such expiration or termination and the reasons therefor and (ii) arrange for an alternative instrument that provides for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date (an "Alternative Instrument"). Any such Alternative Instrument shall be on terms no less favorable to ICANN than the Continued Operations Instrument and shall otherwise be in form and substance reasonably acceptable to ICANN.

3. Notwithstanding anything to the contrary contained in this Specification 8, at any time, Registry Operator may replace the Continued Operations Instrument with an Alternative Instrument that (i) provides for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date, and (ii) contains terms no less favorable to ICANN than the Continued Operations Instrument and is otherwise in form and substance reasonably acceptable to ICANN. In the event Registry Operator replaces the Continued Operations Instrument either pursuant to paragraph 2 or this paragraph 3, the terms of this Specification 8 shall no longer apply with respect to the original Continuing Operations Instrument, but shall thereafter apply with respect to such Alternative Instrument(s), and such instrument shall thereafter be considered the Continued Operations Instrument for purposes of this Agreement.

SPECIFICATION 9

REGISTRY OPERATOR CODE OF CONDUCT

1. In connection with the operation of the registry for the TLD, Registry Operator will not, and will not allow any parent, subsidiary, Affiliate, subcontractor or other related entity, to the extent such party is engaged in the provision of Registry Services with respect to the TLD (each, a "Registry Related Party"), to:

    a. directly or indirectly show any preference or provide any special consideration to any registrar with respect to operational access to registry systems and related registry services, unless comparable opportunities to qualify for such preferences or considerations are made available to all registrars on substantially similar terms and subject to substantially similar conditions;

    b. register domain names in its own right, except for names registered through an ICANN accredited registrar; provided, however, that Registry Operator may (a) reserve names from registration pursuant to Section 2.6 of the Agreement and (b) may withhold from registration or allocate to Registry Operator up to one hundred (100) names pursuant to Section 3.2 of Specification 5;

    c. register names in the TLD or sub-domains of the TLD based upon proprietary access to information about searches or resolution requests by consumers for domain names not yet registered (commonly known as, "front-running"); or

    d. allow any Affiliated registrar to disclose Personal Data about registrants to Registry Operator or any Registry Related Party, except as reasonably necessary for the management and operations of the TLD, unless all unrelated third parties (including other registry operators) are given equivalent access to such user data on substantially similar terms and subject to substantially similar conditions.

2. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will, or will cause such Registry Related Party to, ensure that such services are offered through a legal entity separate from Registry Operator, and maintain separate books of accounts with respect to its registrar or registrar-reseller operations.

3. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will conduct internal reviews at least once per calendar year to ensure compliance with this Code of Conduct. Within twenty (20) calendar days following the end of each calendar year, Registry Operator will provide the results of the internal review, along with a certification executed by an executive officer of Registry Operator certifying as to

Registry Operator's compliance with this Code of Conduct, via email to an address to be provided by ICANN. (ICANN may specify in the future the form and contents of such reports or that the reports be delivered by other reasonable means.) Registry Operator agrees that ICANN may publicly post such results and certification; provided, however, ICANN shall not disclose Confidential Information contained in such results except in accordance with Section 7.15 of the Agreement.

4. Nothing set forth herein shall: (i) limit ICANN from conducting investigations of claims of Registry Operator's non-compliance with this Code of Conduct; or (ii) provide grounds for Registry Operator to refuse to cooperate with ICANN investigations of claims of Registry Operator's non-compliance with this Code of Conduct.

5. Nothing set forth herein shall limit the ability of Registry Operator or any Registry Related Party, to enter into arms-length transactions in the ordinary course of business with a registrar or reseller with respect to products and services unrelated in all respects to the TLD.

6. Registry Operator may request an exemption to this Code of Conduct, and such exemption may be granted by ICANN in ICANN's reasonable discretion, if Registry Operator demonstrates to ICANN's reasonable satisfaction that (i) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliates, (ii) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.

SPECIFICATION 10

REGISTRY PERFORMANCE SPECIFICATIONS

1. **Definitions**

1.1. **DNS**. Refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.

1.2. **DNSSEC proper resolution**. There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.

1.3. **EPP**. Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

1.4. **IP address**. Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

1.5. **Probes**. Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

1.6. **RDDS**. Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of this Agreement.

1.7. **RTT**. Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

1.8. **SLR**. Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

2. **Service Level Agreement Matrix**

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)

	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

3. **DNS**

3.1. **DNS service availability**. Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from "**DNS tests**" to each of their public-DNS registered "**IP addresses**" to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.

3.2. **DNS name server availability**. Refers to the ability of a public-DNS registered "**IP address**" of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered "**IP address**" of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from "**DNS tests**" to a name server "**IP address**" during a given time, the name server "**IP address**" will be considered unavailable.

3.3. **UDP DNS resolution RTT**. Refers to the **RTT** of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.4. **TCP DNS resolution RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.5. **DNS resolution RTT**. Refers to either "**UDP DNS resolution RTT**" or "**TCP DNS resolution RTT**".

3.6. **DNS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, until the name servers of the parent domain name answer "**DNS queries**" with data consistent with the change made. This only applies for changes to DNS information.

3.7. **DNS test**. Means one non-recursive DNS query sent to a particular "**IP address**" (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a "**DNS resolution RTT**" 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the "**DNS resolution RTT**" or, undefined/unanswered.

3.8. **Measuring DNS parameters**. Every minute, every DNS probe will make an UDP or TCP "**DNS test**" to each of the public-DNS registered "**IP addresses**" of the name servers of the domain name being monitored. If a "**DNS test**" result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.

3.9. **Collating the results from DNS probes**. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

3.10. **Distribution of UDP and TCP queries**. DNS probes will send UDP or TCP "**DNS test**" approximating the distribution of these queries.

3.11. **Placement of DNS probes**. Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

4. **RDDS**

4.1. **RDDS availability**. Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

4.2. **WHOIS query RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.3. **Web-based-WHOIS query RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.4. **RDDS query RTT**. Refers to the collective of "**WHOIS query RTT**" and "**Web-based- WHOIS query RTT**".

4.5. **RDDS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

4.6. **RDDS test**. Means one query sent to a particular "**IP address**" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

4.7. **Measuring RDDS parameters**. Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered "**IP addresses**" of the servers for each RDDS service of the TLD being monitored and make an "**RDDS test**" to each one. If an "**RDDS test**" result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

4.8. **Collating the results from RDDS probes**. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

4.9. **Placement of RDDS probes**. Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

5. **EPP**

5.1. **EPP service availability**. Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with "**EPP command RTT**" 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

5.2. **EPP session-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.3. **EPP query-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

5.4. **EPP transform-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.5. **EPP command RTT**. Refers to "**EPP session-command RTT**", "**EPP query-command RTT**" or "**EPP transform-command RTT**".

5.6. **EPP test**. Means one EPP command sent to a particular "**IP address**" for one of the EPP servers. Query and transform commands, with the exception of "create", shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the "**EPP command RTT**" or undefined/unanswered.

5.7. **Measuring EPP parameters**. Every 5 minutes, EPP probes will select one "**IP address**" of the EPP servers of the TLD being monitored and make an "**EPP test**"; every time they should alternate between the 3 different types of commands and between the commands inside each category. If an "**EPP test**" result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.

5.8. **Collating the results from EPP probes**. The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

5.9. **Placement of EPP probes**. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

6. Emergency Thresholds

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement.

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime / week
DNSSEC proper resolution	4-hour total downtime / week
EPP	24-hour total downtime / week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime / week
Data Escrow	Breach of the Registry Agreement as described in Specification 2, Part B, Section 6.

7. Emergency Escalation

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between

ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

7.1. **Emergency Escalation initiated by ICANN**

Upon reaching 10% of the Emergency thresholds as described in Section 6 of this Specification, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

7.2. **Emergency Escalation initiated by Registrars**

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

7.3. **Notifications of Outages and Maintenance**

In the event that a Registry Operator plans maintenance, it will provide notice to the ICANN emergency operations department, at least, twenty-four (24) hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per its contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

8. **Covenants of Performance Measurement**

8.1. **No interference**. Registry Operator shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement

tests described in this Specification as it would to any other request from an Internet user (for DNS and RDDS) or registrar (for EPP).

8.2. **ICANN testing registrar**. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the **SLR**s described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

SPECIFICATION 11

PUBLIC INTEREST COMMITMENTS

1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on 27 June 2013 in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's website.

2. (Intentionally omitted. Registry Operator has not included commitments, statements of intent or business plans provided for in its application to ICANN for the TLD.)

3. Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN (posted at http://www.icann.org/en/resources/registries/picdrp), which may be revised in immaterial respects by ICANN from time to time (the "PICDRP"). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

    a. Registry Operator will include a provision in its Registry-Registrar Agreement that requires Registrars to include in their Registration Agreements a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.

    b. Registry Operator will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator will maintain these reports for the term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.

    c. Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.

d. Registry Operator of a "Generic String" TLD may not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person's or entity's "Affiliates" (as defined in Section 2.9(c) of the Registry Agreement). "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others.

e. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring registrants to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

f. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars at the time of registration to notify registrants of the requirement to comply with all applicable laws.

g. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring that registrants who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

h. Registry Operators will proactively create a clear pathway for the creation of a working relationship with the relevant regulatory or industry self-regulatory bodies by publicizing a point of contact and inviting such bodies to establish a channel of communication, including for the purpose of facilitating the development of a strategy to mitigate the risks of fraudulent and other illegal activities.

i. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring registrants to provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

j. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring a representation that the registrant

possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

k. If a Registry Operator receives a complaint expressing doubt with regard to the authenticity of licenses or credentials, Registry Operators should consult with relevant national supervisory authorities, or their equivalents regarding the authenticity.

l. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring registrants to report any material changes to the validity of the registrants' authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

SPECIFICATION 12

COMMUNITY REGISTRATION POLICIES

Registry Operator shall implement and comply with all community registration policies described below and/or attached to this Specification 12. In the event Specification 12 conflicts with the requirements of any other provision of the Registry Agreement, such other provision shall govern.

Eligibility

All registrants within this TLD will be vetted prior to registration to ensure that they meet all applicable regulatory standards, including pharmacy licensure, drug authenticity, and valid prescription requirements. Eligible registrants will demonstrate compliance with the laws of the jurisdiction in which they are based, as well as in all jurisdictions in which they conduct business. In addition, the Registry Operator will incorporate both active and passive safeguards into its operation to ensure that these registrants continue to abide by the terms and conditions set forth in their registration agreements. Registrants found to be out of compliance with these terms and conditions will be denied a TLD domain name, or will have their existing TLD domain name revoked. In the event that a domain name is denied or revoked, registrants will have access to an appeal process. Details of this appeal process have yet to be finalized but will be modeled on the appeals process used by Registry Operator for its many accreditation programs.

Name Selection

Registry Operator will implement policies related to Name Selection Criteria that will apply to all registrants within the TLD. The initial Name Selection Criteria will require that domain name registrations correspond to a trademark, service mark, or business name of the registrant. This criteria will limit registrants from registering domain names that could lead to confusion regarding the products and/or services provided through that website.

Registry Operator will consult with the community on how to best potentially allocate generic and/or geographic terms that are relevant to the community. Notwithstanding this reservation, Registry Operator could elect to register and use domain names to develop information portals to provide a community service and help raise awareness of the TLD initiative.

Content/Use Restrictions

Registry Operator will have an Authorized Usage Policy that will govern how a registrant may use its registered domain name(s). A draft framework of this policy is as follows:

All TLD domain names must be used to serve the needs of the TLD community. By registering a name in this TLD, the registrant agrees to be bound by the terms of this Acceptable Use Policy (AUP). Registrant may not:

a. Use domain names for any purposes that are prohibited by the laws of the jurisdiction(s) in which registrant does business, or any other applicable law.

b. Use domain names for any purposes or in any manner that violates a statute, rule, or law governing use of the Internet and/or electronic commerce (specifically including “phishing,” "pharming,” and distributing Internet viruses and other destructive activities).

c. Use domain names for the following types of activity:

    i. Violation of the privacy or publicity rights of another member of the pharmacy community or any other person or entity, or breach of any duty of confidentiality that registrant owes to another member of the TLD community, or any other person or entity;
    ii. Promotion of or engagement in hate speech; hate crime; terrorism; violence against people, animals, or property; or intolerance of or against any protected class;
    iii. Promotion of or engagement in defamatory, harassing, abusive, or otherwise objectionable behavior;
    iv. Promotion of or engagement in child pornography or the exploitation of children;
    v. Promotion of or engagement in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
    vi. Infringement on the intellectual property rights of another member of the TLD community, or any other person or entity;
    vii. Engagement in activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;
    viii. Interference with the operation of the TLD or services offered by Registry Operator;
    ix. Installation of any viruses, worms, bugs, Trojan horses, or other code, files, or programs designed to, or capable of, disrupting, damaging, or limiting the functionality of any software or hardware; or distributing false or deceptive language, or unsubstantiated or comparative claims, regarding Registry Operator;
    x. Registration of TLD domain names for the purpose of reselling or transferring those domain names.

Enforcement

Registry Operator is committed to bringing all of its available resources to timely investigate and resolve any abusive activity and/or non-compliance within the TLD

namespace. The first prerequisite is the need to verify the authenticity of the request. Therefore, Registry Operator will undertake a preliminary analysis to verify if a complaint has been received from a trusted/verified source. In making this initial determination, Registry Operator will rely upon internal and external staffing. While Registry Operator does not anticipate a high volume of complaints, Registry Operator will prioritize the complaints that it receives based on the source of the complaint, as well as the subject matter of the concern.

Registry Operator will prioritize all investigations in a similar manner as identified in the preceding section. While Registry Operator staffing levels are suitable to handle expected volumes of complaints and the associated verification/investigation/remediation/follow-up tasks, Registry Operator has access to external consultants to supplement its needs.

Registry Operator commits to providing a preliminary investigation status update within one business day following verification in connection with complaints from legitimate law enforcement agencies. In connection with third-party complaints involving security, stability, or criminal activity, Registry Operator will use commercially reasonable efforts to provide a preliminary investigation status update within three business days of verification, and will follow a similar three business day time frame to provide any subsequent follow-up regarding the investigation. In connection with third-party complaints that do not involve security, stability, or criminal activity, Registry Operator will use commercially reasonable efforts to provide a preliminary investigation status update within five business days of verification, and will follow a similar five business day time frame to provide any subsequent follow-up regarding the investigation.

Registry Operator is fully committed to tackling abusive and/or non-compliant activity within the TLD namespace, including, but not limited to, domain name suspension and or cancelation. Registry Operator has developed the following remediation plan:

In connection with credible threats that significantly impact or threaten the security and/or stability of the Internet or of the namespace, or which cause direct and material harm to others, Registry Operator's default option will be to suspend the domain name within 12 hours of completing a preliminary investigation. The only exception would occur in a case where Registry Operator, after consulting with its team of legal, technical, and policy advisors (both internal and external), decided that there was a compelling reason not to suspend the domain name. In such cases, Registry Operator will communicate this decision and an explanation will be provided to either law enforcement or the third party.

In all other complaints, Registry Operator will seek to resolve the matter through an escalated notification process: email, telephone, certified mail. While Registry Operator is committed to ensuring registrant compliance, Registry Operator wants to avoid prematurely suspending and/or cancelling a domain name that may have a larger impact on a much larger community of users. Similar to the procedure outlined above, Registry Operator will consult with its team of legal, technical, and policy advisors before deciding to suspend/cancel a domain name. During this time, Registry Operator will remain in dialogue with the original third-party complainant.

Registry Operator does not view its commitment to the community as ending after a threat has been neutralized. Instead, Registry Operator will follow up in connection with each complaint to either re-activate a domain name after the abusive/non-compliant activity has been resolved, or help educate the registrant as to how to avoid future remediation.

Exhibit 24

Exhibit 24

.pharmacy™

Committed to Safe Online Pharmacy

.PHARMACY Registry WHOIS Data

Search Criteria: Domain Name equal to MERCK.PHARMACY

Domain Name:	MERCK.PHARMACY
Domain ID:	D6025-PHARMACY
Sponsoring Registrar:	Lexsynergy Limited
Sponsoring Registrar IANA ID:	1466
Registrar URL(registration services):	www.lexsynergy.com
Domain Status:	clientDeleteProhibited
Domain Status:	clientTransferProhibited
Domain Status:	clientUpdateProhibited
Domain Status:	inactive
Registrant Contact ID:	LEX-7YY-1KGN
Registrant Contact Name:	David Taylor
Registrant Contact Organization:	Merck Sharp and Dohme Corp
Registrant Contact Address1:	One Merck Drive
Registrant Contact Address2:	
Registrant Contact Address3:	
Registrant Contact City:	Whitehouse Station
Registrant Contact State/Province:	New Jersey
Registrant Contact Postal Code:	08889
Registrant Contact Country:	France
Registrant Contact Country Code:	FR
Registrant Contact Phone Number:	Contact Information Redacted
Registrant Contact Facsimile Number:	Contact Information Redacted
Registrant Contact Email:	Contact Information Redacted
Administrative Contact ID:	LEX-7YY-1KGN
Administrative Contact Name:	David Taylor
Administrative Contact Organization:	Merck Sharp and Dohme Corp
Administrative Contact Address1:	One Merck Drive
Administrative Contact Address2:	
Administrative Contact Address3:	
Administrative Contact City:	Whitehouse Station
Administrative Contact State/Province:	New Jersey
Administrative Contact Postal Code:	08889
Administrative Contact Country:	France
Administrative Contact Country Code:	FR
Administrative Contact Phone Number:	Contact Information Redacted
Administrative Contact Facsimile Number:	Contact Information Redacted
Administrative Contact Email:	Contact Information Redacted
Billing Contact ID:	LEX-1-1PXG
Billing Contact Name:	Domain Name Department
Billing Contact Organization:	Lexsynergy Limited
Billing Contact Address1:	130 Hampstead House
Billing Contact Address2:	176 Finchley Road

Billing Contact Address3:	
Billing Contact City:	London
Billing Contact State/Province:	
Billing Contact Postal Code:	NW3 6BT
Billing Contact Country:	UNITED KINGDOM
Billing Contact Country Code:	GB
Billing Contact Phone Number:	Contact Information Redacted
Billing Contact Facsimile Number:	Contact Information Redacted
Billing Contact Email:	Contact Information Redacted
Technical Contact ID:	LEX-7YY-1KGN
Technical Contact Name:	David Taylor
Technical Contact Organization:	Merck Sharp and Dohme Corp
Technical Contact Address1:	One Merck Drive
Technical Contact Address2:	
Technical Contact Address3:	
Technical Contact City:	Whitehouse Station
Technical Contact State/Province:	New Jersey
Technical Contact Postal Code:	08889
Technical Contact Country:	France
Technical Contact Country Code:	FR
Technical Contact Phone Number:	Contact Information Redacted
Technical Contact Facsimile Number:	Contact Information Redacted
Technical Contact Email:	Contact Information Redacted
Created by Registrar:	Lexsynergy Limited
Last Updated by Registrar:	Lexsynergy Limited
Domain Registration Date:	2015-04-30T14:27:26Z
Domain Expiration Date:	2016-04-29T23:59:59Z
Domain Last Updated Date:	2015-04-30T14:27:27Z
DNSSEC:	unsigned

>>>> Whois database was last updated on : 2015-05-21T12:31:08Z <<<<<

The National Association of Boards of Pharmacy (NABP), the Registry Operator for .pharmacy, has collected this information for the WHOIS database through ICANN-Accredited Registrars. This information is provided to you for informational purposes only and is designed to assist persons in determining contents of a domain name registration record in the .pharmacy registry database. NABP makes this information available to you "as is" and, to fullest extent permissible under applicable law, without any warranty.

To the fullest extent permissible pursuant to applicable federal, state or local law, NABP, its members, officers, directors, employees, contractors, authorized representatives, affiliates and assigns, and any other party involved in the developing, producing, or delivering this website are not liable for any direct, incidental, consequential, indirect, or punitive damages arising out of a user's access to, or use of, WHOIS data or for a user's purchase or use of any third party products or services offered herein or linked herein. By submitting a WHOIS query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data: (1) to allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, telephone, or other medium; (2) in contravention of any applicable law including, but not limited to, data and privacy protection acts; or (3) to enable high volume, automated, electronic processes that apply to the registry (or its systems).

Compilation, repackaging, dissemination, or other use of the WHOIS database in its entirety, or of a substantial portion thereof, is not allowed without the prior written permission of NABP.

By accessing or using the WHOIS system, you agree that all disputes in connection with your access or use of the WHOIS systems are submitted to the exclusive jurisdiction of the courts located in Cook County in the State of Illinois.

NOTE: FAILURE TO LOCATE A RECORD IN THE WHOIS DATABASE IS NOT INDICATIVE OF THE AVAILABILITY OF A DOMAIN NAME. Also, some WHOIS data may not be available due to data protections required by the United Kingdom, European Union, or other jurisdictions.

NABP reserves the right to restrict or terminate your access to the data if you fail to abide by one or more of these

Terms of Use. NABP reserves the right to modify these Terms at any time without prior or subsequent notification of any kind. By executing this query, in any manner whatsoever, you agree to abide and be bound by these Terms. Abuse of the .pharmacy WHOIS system through data mining will be mitigated by limiting query access.

Access to WHOIS data will be blocked if the requester is in violation of or has violated this WHOIS Terms of Use Policy, or any NABP policy, ICANN requirement, or law applicable to .pharmacy or WHOIS data. At NABPs' sole discretion, individual Internet protocol (IP) addresses or IP ranges may be prevented from accessing WHOIS data to prevent disruption of WHOIS service access.

The WHOIS service may be scheduled for downtime during production, testing, or evaluation maintenance periods without prior notice.

Exhibit 25

Exhibit 25

About Us

Who is leading this program?

Coalition Support

The National Association of Boards of Pharmacy (http://www.nabp.net/)® (NABP®), the impartial professional organization that supports the state boards of pharmacy in protecting public health, is spearheading the .pharmacy initiative. NABP received support on many levels from stakeholders who believe NABP to be the best equipped to establish the .pharmacy domain as a secure and trustworthy destination where consumers around the globe can be sure they are buying medications from legitimately operating online pharmacies.

Leaders

Contributed $100,000 or more to support the initiative.

- Eli Lilly and Company
- Merck & Co, Inc
- Pfizer Inc

Advocates

Contributed $25,000 or more to support the initiative.

- Gilead
- Janssen Therapeutics

Endorsers

Submitted letter of support to ICANN or otherwise publically expressed support.

- Amgen Inc
- Alliance for Safe Online Pharmacies
- British Brands Group
- Boehringer Ingelheim
- Drugsdepot.com
- DrugSource, Inc
- EnforceTheAct.org
- European Alliance for Access to Safe Medicines
- Indiana Board of Pharmacy
- International Pharmaceutical Federation
- Ipsen Pharma
- LegitScript
- National Association of Pharmacy Regulatory Authorities
- North Dakota State Board of Pharmacy
- Novo Nordisk, Inc
- Rx Direct, Inc
- Sanofi

For more information on how your organization can support NABP's .pharmacy initiative, email info@safe.pharmacy (mailto:info@safe.pharmacy).