

.museum TLD

Registry

-

*Registrar
Agreement*

This REGISTRY-REGISTRAR AGREEMENT ("Agreement") is by and between:

- I. **AFNIC**, Immeuble Stephenson, 1 rue Stephenson, 78180 Montigny-le-Bretonneux, France ("Afnic"), acting as an authorized agent empowered to sign this Agreement on behalf of **MUSE DOMA INTERNATIONAL**, 22 rue de Palestro, 75002 Paris, France ("**Muse Doma**" or "**Registry Operator**"), and

- II. _____,
a company located at _____, registered
under Company branch registration no. (SIRET)
_____, at the Corporate and Trade Register (RCS)
of _____, since
_____ ("**Registrar**").

Article 1 - Foreword

On 2 March 2018, Muse Doma entered into a gTLD Registry Agreement with ICANN (Internet Corporation for Assigned Names and Numbers) to operate a shared registration system, TLD name servers, and other services (collectively, the "Registry System") for the top-level domain .museum (".museum TLD"); For information, a copy of the signed gTLD Registry Agreement may be viewed at <https://www.icann.org/resources/agreement/museum-2018-03-02-en>. This Registry Agreement may be modified by ICANN.

Muse Doma wishes for multiple registrars to provide domain name registration services within the .museum TLD Registry System.

The Registrar wishes to offer its customers second-level domain name registration services under the .museum TLD.

In light of the foreword, the following has been agreed:

Article 2 - Definitions

For the purposes of this Agreement, the terms below are defined as follows:

- ✓ **"Add Grace Period" or "AGP"** is a 5-day period starting from the registration of a domain name, during which the creation operation can be cancelled and the Registrar refunded.
- ✓ **"Agreement"** refers to this Registry-Registrar Agreement, including its Appendices and any other documents incorporated by reference ("**RRA**").
- ✓ **"Applicable Agreements"**. Collectively means this RRA, the Registrar Accreditation Agreement ("**RAA**") and the Registry Agreement ("**RA**"), as those documents are applicable and binding on any individual Party.
- ✓ **"Applicable Laws"**. The General Data Protection Regulation (2016/679) ("**GDPR**"), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.
- ✓ **"Applicant"**: individual or corporate entity requesting the registration or transfer of one or more domain name(s) through a Registrar.
- ✓ **"Code of Conduct"** refers to the rules of conduct set forth in Specification 9 of the Registry Agreement.
- ✓ **"Confidential Information"** refers to all information including data, know-how, information, intellectual property, databases, protocols and reference documentation, financial information, statistics and functional and interface specifications, provided by the disclosing party to the receiving party under this Agreement.

- ✓ **“Disclosing Party”**. Means the Party that transfers Shared Personal Data to the Receiving Party.
- ✓ **“Data Protection Authority”**. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Agreement is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Agreement.
- ✓ **“Data Security Breach”**. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 9.4 below.
- ✓ **“Data Subject”**. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
- ✓ **"OT+E"** refers to Operational Test and Evaluation system.
- ✓ **“Personal Data”**. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual’s physical, physiological, genetic, mental, economic, cultural or social identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.
- ✓ **“Processing”**. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.
- ✓ **“Purpose(s)”**. Has the meaning provided in Section 9.1 below.
- ✓ **"RAA"**: refers to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement. This term also refers to any other applicable ICANN Policies; including the Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorized by ICANN's Bylaws.
- ✓ **"RDDS"** means "Registration Data Directory Services" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement.
- ✓ **“Receiving Party”**. Means the Party receiving Shared Personal Data from the Disclosing Party.
- ✓ **"Registrant(s)"** refers to an individual or corporate entity that is a customer of the Registrar and has registered or renewed one or more domain name(s).
- ✓ **"Registrar"** refers to the entity entering into this Agreement with the Registry Operator.

- ✓ **"Registrar Accreditation"** refers to the accreditation obtained by the Registrar upon entering into the RAA with ICANN.
- ✓ **"Registration Agreement"** refers to the electronic or paper registration agreement that the Registrar must enter into with each Registrant, in compliance with Section 3.7.7 of the RAA.
- ✓ **"Registration Data"**. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.
- ✓ **"Registry" or "Registry Operator"** refers to Muse Doma, which is party to this Agreement.
- ✓ **"Registry Agreement"** refers to the Agreement between the Registry Operator and ICANN for the operation of the .museum TLD.
- ✓ **"Registry Policy/ies"** refers to any policies on domain names, specifications, procedures (including those for dispute resolution), programs or criteria adopted by the Registry Operator, including the policies published on the Registry Operator website at the following address: www.welcome.museum. The Registrar accepts that the Registry Operator may update the content and/or URL for these Policies, and is responsible for monitoring them on a regular basis.
- ✓ **"Registry Services"** refers to the services which the Registry Operator is entitled to provide under the Registry Agreement, which include (i) the receipt of data from Registrars concerning registrations of domain names and name servers in the Registry System; (ii) the operation of the Registry System database in compliance with the thick registry-registrar business model; (iii) the provision to Registrars of status information relating to the zone servers for the .museum TLD; (iv) the dissemination of the .museum TLD zone files; (v) the operation and overseeing of the registry DNS servers used for the .museum TLD; (vi) the dissemination of contact and other information concerning domain name server registrations in the .museum TLD.
- ✓ **"Registry System"** refers to the shared registration system, TLD name servers, and other services operated by the Registry.
- ✓ **"Shared Personal Data"**. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.
- ✓ **"Technical Specifications of the Registry System"**: document designed for use by Registrars compiling all the information required to implement the Registry Operator application interface for domain name management, and detailing how to perform transactions on a domain name.
- ✓ **"Temporary Specification"**. Means the "Temporary Specification for gTLD Registration Data" Adopted on 17 May 2018 by the ICANN Board of Directors, as may be amended or supplemented from time to time.
- ✓ **"TLD"** means Top-Level Domain in the Internet name system.

- ✓ **URS Complainant**" refers to the party initiating a Uniform Rapid Suspension System Procedure complaint concerning a domain name registration.
- ✓ **"Variable Registry-Level Fees"** has the meaning outlined in Section 6.3 of the Registry Agreement.

Article 3 – Object of this Agreement

The object of this Agreement is to define the contractual relationship between the Registry Operator and the Registrar for the .museum TLD.

This Agreement is not intended to govern the relations between the Registry Operator and the Registrar when the latter acts as a domain name Registrant.

Article 4 – Accreditation – Start of operations – Term

Upon signing this Agreement (the "Effective Date"), the Registrar is immediately accredited as a .museum TLD Registrar.

The Registrar, however, will not be able to start submitting domain name applications and/or registering domain names in the Registry System until the following requirements are met. The Registry Operator will send the Registrar a notification confirming the fulfillment of such requirements and that, therefore, registrations in the Registry System can begin:

- (a) Signature and compliance with ICANN's Registrar Accreditation Agreement ("RAA"); and
- (b) Satisfactory completion of technical integration testing by the Registry Operator.

This Agreement shall commence on the Effective Date and continue until its termination, in compliance with the provisions of its "Termination" Article.

Article 5 – Rights / Obligations of the Registry Operator

5.1. USE OF THE REGISTRY SYSTEM

During the Term of this Agreement, the Registry Operator will:

- ✓ Operate as Registry in accordance with the Registry Agreement, as well as any other applicable Registry Policies;
- ✓ Provide the Registrar with access to the Registry System that the Registry Operator operates;
- ✓ Enable the Registrar to act as a Registrar for the .museum TLD.

5.2. MAINTENANCE OF REGISTRATIONS BY REGISTRY OPERATOR

Subject to the provisions of this Agreement, ICANN requirements, and Registry Policies, the Registry Operator shall maintain the domain names registered by the

Registrar in the Registry System during the term for which Registrar has paid the registration fees.

5.3 OT+E SYSTEM

The Registry Operator shall have an Operational Test and Evaluation system ("OT+E") available to the Registrar so that the Registrar can test and evaluate all proposed functions for a sufficient period of time before they are implemented in the Registry System.

5.4 CHANGES TO THE REGISTRY SYSTEM

The Registry Operator may make modifications to the Registry System or revise its features.

The Registry Operator will provide the Registrar with at least three (3) months' notice prior to the implementation of any material changes to the Registry System.

This notice period shall not apply in the event the Registry System is subject to the imminent threat of a failure or a security threat, or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic; (ii) unauthorized traffic; or (iii) data traffic not conforming to the protocols used by the .museum Registry System.

5.5 CODE OF CONDUCT

The Registry Operator shall comply with the Code of Conduct as set forth in Specification 9 of the Registry Agreement, including among other things, ensure that the Registry will not allow any parent company, subsidiary, affiliate, subcontractor or other Registry-related entity to enjoy any special treatment, in compliance with the provisions of said Specification 9.

5.6 ICANN REQUIREMENTS

The Registry's obligations hereunder are subject to modification at any time, in particular as a result of changes made by ICANN to consensus policies. In any event, the Registrar shall comply with any ICANN requirements, in accordance with the timeline defined by ICANN.

Article 6 – Rights / Obligations of the Registrar

6.1 - ACCREDITATION IN FORCE

During the Term of this Agreement, the Registrar shall maintain in full force its updated Registrar Accreditation by ICANN as a Registrar for the .museum TLD.

6.2 OBLIGATIONS OF THE REGISTRAR

During the Term of this Agreement, the Registrar shall comply with all the documents of any kind prepared by the Registry Operator, including:

- ✓ This Agreement;
- ✓ The most current ICANN Registrar Accreditation Agreement (RAA), and any other applicable ICANN Policies;
- ✓ All Registry Policies adopted by the Registry, including those published on the Registry Operator website at the following address: www.welcome.museum The Registry's operational documentation, including any operational standards, procedures and practices adopted by the Registry Operator for the operation of the Registry System; and
- ✓ The applicable legal and regulatory provisions on domain names and on personal data protection.

The Registrar undertakes not to perform any act or technical intervention which would adversely affect the smooth running of the Registry Operator's services, and generally undertakes to abide by the best practices or any other equivalent provisions developed by the Registry Operator.

6.3 REGISTRAR'S RESPONSIBILITY FOR CUSTOMER SUPPORT

The Registrar shall be responsible for:

- ✓ providing customer service as needed to receive and process registrations requests;
- ✓ processing orders for cancellation, deletion or transfer of domain names in the Registry System;
- ✓ billing Registrants; and
- ✓ providing registration and technical support to domain name Applicants and Registrants.

6.4 DOMAIN NAME REGISTRATIONS AND RENEWALS

Once the Registrar receives a written notification from the Registry confirming that the technical requirements referred to in the "Accreditation – Start of operations – Term" Article of this Agreement have been met, the Registrar may start domain name registrations.

The Registrar shall be up to date on its payments with the Registry in order to have access to Registry Services.

In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp of the Registry System shall prevail.

The Registrar shall not register or renew any domain name in the Registry System in a manner contrary to

- (i) any ICANN Consensus Policy stating a list or specification of excluded names that is in effect at the time of registration or renewal, or

- (ii) the list of names to be reserved from registration, as established by the Registry Operator.

The Registrar shall not register domain names in the Registry System on its own behalf or on the behalf of its affiliates for the purpose of selling, reselling or transferring said domain names in some manner to applicants. Furthermore, the Registrar shall not enable, contribute or willingly aid any third party to achieve the said purpose.

The Registrar must accept payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant has prevailed.

In this case, the Registrar must not renew a domain name for longer than one year (if allowed by the maximum validity period of the .museum TLD according to the Registry Policies).

The Registrar is in charge, on an exclusive basis, of the relationship with its customers and shall be responsible for satisfying their requests and complaints, and generally of observing all its obligations.

It is the Registrar's responsibility to ensure that it has received payment of its registration fee.

The Registrar shall be personally responsible for third-party claims which may arise in connection with the registration or renewal of a domain name.

It cannot rely on the responsibility of the Registry Operator and, as such, shall refrain from referring the relevant third parties to the Registry Operator or to its services.

6.5 SUBMISSION OF REGISTRATION DATA TO REGISTRY

6.5.1. DATA COMPLETENESS AND ACCURACY

As part of the registration process, the Registrar shall submit complete data as required by Technical Specifications of the Registry System.

It is the Registrar's responsibility to ensure that all contact information provided by Registrants is in the right format, complete, accurate, reliable and kept up-to-date, as required by ICANN and the Registry.

6.5.2. AUTHORIZATION TO USE DATA

All data submitted into the .museum Registry System regarding which the Registrant retains exclusive ownership is hereby licensed to the Registry Operator on an irrevocable, non-exclusive, non-transferable and royalty-free basis, so as to allow the Registry Operator to use such data for the propagation of and to provide authorized access to the TLD zone file, and as otherwise required for providing Registry Services.

6.5.3. ZONE FILES

Registry will provide Registrar access to current .museum zone files via methods described in section 2 of the .museum Registry Agreement.

Additionally, Registry will provide Registrar with then-current reserved terms and premium names lists with associated fees and their updates.

6.6. PROVISIONS THAT MUST BE INCLUDED IN THE REGISTRATION AGREEMENT BETWEEN THE REGISTRAR AND THE REGISTRANTS

6.6.1 ACCEPTANCE OF REGISTRATION POLICIES

The Registrar must comply with and oblige its Registrants to adhere and comply with Registry Policies adopted by the Registry. Specifically, the Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registration Policies, which Applicants must accept prior to registration.

The Registrar will provide such Registration Policies in English.

The Registrar accepts that the Registry Operator may update the content and/or URL for these Policies, and is responsible for monitoring them on a regular basis.

The Registry Operator will notify its Policy updates to the Registrar, with notice of at least forty-five (45) days.

6.6.2 COMMITMENTS OF THE REGISTRANT

In the Registration Agreement, the Registrar shall require the Registrant to acknowledge and agree that:

- (i) the Registrant is fully responsible for the registration and use of the registered .museum domain name; and that
- (ii) the Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless the Registry, its directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising from or relating to the registration and/or use of the Registrant's domain name.

6.6.3 REGISTRY'S RIGHTS

The Registrar agrees to, and must oblige its Registrants to expressly agree in the Registration Agreement that the Registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- (a) protect the integrity, security, and stability of the Registry System;
- (b) comply with all applicable laws and regulations, or with any dispute resolution process;
- (c) avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- (d) stop or prevent any violations of any terms and conditions of this Agreement;

- (e) correct mistakes made by the Registry or any Registrar in relation to a domain name registration; and
- (f) ensure compliance with ICANN and/or Registry Policies.

6.6.4 DATA COLLECTION & UPDATE

The Registrar shall ensure the collection of the Registrant's Data and domain name Data according to the terms of this Agreement and in compliance with the Applicable Laws.

The Registrar must ensure that its Registrants immediately correct and update the registration information for the registered name during the registration period.

6.6.5 DOMAIN NAME DISPUTE RESOLUTION

The Registrar must comply with, and make sure that the Registrants adhere and comply with all ICANN or Registry-mandated policies and procedures for the resolution of disputes concerning domain names registered in the .museum Registry System.

6.6.6 PUBLIC INTEREST COMMITMENTS

The Registrar shall also include in its Registration Agreement a specific provision prohibiting Registrants from:

- ✓ distributing malware,
- ✓ abusively operating botnets,
- ✓ phishing,
- ✓ piracy,
- ✓ trademark or copyright infringement,
- ✓ fraudulent or deceptive practices,
- ✓ counterfeiting, or otherwise engaging in any activity contrary to any applicable law.

The Registrar shall also inform the Registrant of the risks involved in these kinds of practices, including the fact that the Registry reserves the right to suspend the domain name in such a case.

6.6.7 REGISTRY AS THIRD-PARTY BENEFICIARY OF THE REGISTRATION AGREEMENT

The Registrar acknowledges that the Registry is a third-party beneficiary of the Registration Agreement and as such is entitled to enforce its rights vested by the Registration Agreement. The Registrar shall state this fact in the Registration Agreement. It is specified that the expiry or termination of the Registration Agreement shall not affect the rights acquired by the Registry through the execution of said Agreement.

6.6.8 COMPLIANCE AUDIT

The Registrar is responsible for implementing appropriate measures to ensure the Registrants comply with the aforementioned provisions of the Registration Agreement.

Upon request from the Registry, the Registrar shall provide within seven (7) business days copies of the Registration Agreements or evidence of their acceptance by the Registrants.

6.7 MISREPRESENTATION

The Registrar shall not represent to any Applicant or Registrant that the Registrar enjoys access to any Registry System that is superior to that of any other Registrar accredited for the .museum TLD.

6.8 COOPERATION

In the event of any inquiry or dispute for any reason involving a .museum domain name registered by the Registrar, the Registrar shall provide all reasonable assistance to the Registry and/or any Court, Arbitrator, or any other relevant authority considering the issue or dispute.

6.9 REGISTRAR SUBCONTRACTORS / RESELLERS

The Registrar may subcontract all or part of its services, or use a reseller, but in all cases remains solely responsible for the proper implementation of this Agreement. It will ensure the use and protection of the personal data that may be entrusted to the subcontractor, in order to maintain the security of the data, in particular to prevent it from being altered, damaged or communicated to non-authorized persons.

In addition, the Registrar must ensure that its subcontractors and/or resellers do not display the Registry logo, or otherwise represent themselves as being Accredited by the Registry, unless they have written permission from Registry to do so.

6.10 INFORMATION & TRANSPARENCY

The registrar shall inform its clients in a clear and transparent manner on:

- ✓ The processing of personal data carried out for the purpose of the registration of a .museum domain name;
- ✓ The roles and responsibilities of each data controller : ICANN, data escrow provider, Registry, Registrar, etc.;
- ✓ The identity of each recipient of personal data ;
- ✓ Modalities for the exercise of the rights of the Data subject.

Article 7 – Invoicing - Payment

7.1. AMOUNT

The Registrar agrees to pay to the Registry the registration, renewal, transfer and other service fees set forth in the Registry price list (the "Fees").

The Fees, and any amendments thereto, will be available to Registrars on the Registry website.

The Registry reserves the right to revise the Fees at any time, to the extent and in the manner that such adjustments are permitted by the Registry Agreement.

However, the Registry Operator will provide Registrars with (i) a thirty (30) days notice of any promotional or similar operation that has the effect of reducing its fees, and (ii) a ninety (90) days notice of any operation that has the effect of increasing its fees.

Each month, the Registry will provide the Registrar with a Registrar activity report.

Each month, the Registry will invoice all domain name operations performed by the Registrar.

This invoice will inform the Registrar of the date of payment by direct debit and the amount of Fees due to the Registry.

7.2 PAYMENT

Payment of the Fees shall be made within thirty (30) days of the date of issue of the invoice by the Registry.

In case of non-payment not cured within the aforementioned time period, the Registry may do any or all of the following:

- (a) stop accepting new initial registration, renewal or transfer requests from the Registrar;
- (b) delete the domain names associated with the unpaid invoice; and
- (c) pursue any other remedy under this Agreement, including termination.

In case of a delay of thirty (30) days or more in the payment of amounts owed by the Registrar to the Registry Operator, and in consideration of the loss suffered by the Registry Operator because of this delay, the Registry Operator will apply penalties for late payment equal to three (3) times the legal interest rate in effect between the contractual date of payment and the effective date of payment, without affecting any other compensation it may seek.

7.3 REFUNDS FOR DENIED APPLICATIONS AND FOR DOMAINS DELETED DURING GRACE PERIODS

The Registrar shall follow all of the instructions from the Registry with respect to denying applications or deleting domain name registrations during grace periods.

It shall also refund all fees to applicants in connection with those denials and deletions during grace periods at no additional cost to the Registry.

Subject to the limits set forth in ICANN's Add Grace Period Limits Policy available at <http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm>, the Registry will deduct from the monthly invoice the Fees required to be refunded to the

Registrant after a deletion and/or the denial of an application during grace periods. In case of negative balance, the Registry will refund the difference to the Registrar.

However, the Registry will not reimburse the Registrar for any other expenses associated with this type of refund.

7.4 *VARIABLE REGISTRY-LEVEL FEES*

In the event that the Registry is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Agreement, the Registry shall be entitled to collect such Fees from the Registrar, and the Registrar hereby expressly consents to the Registry's collection, in addition to Fees due to the Registry under the "Amount" Article above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fees paid by the Registry to ICANN with respect to the registrations made by the Registrar.

Article 8 – Confidentiality

During the Term of this Agreement, each party (the "disclosing party") may disclose Information identified as confidential to the other party (the "receiving party"). The receiving party shall:

- (a) treat as strictly confidential, and take whatever practical measures are required to preserve the secrecy and confidentiality of all the Confidential Information of the disclosing party, including implementing the necessary physical security measures and operating procedures;
- (b) use the Confidential Information of the disclosing party solely for the purpose of exercising its rights or performing its obligations under this Agreement, and for no other purposes whatsoever; and
- (c) make no disclosures of any Confidential Information of the disclosing party to third parties;
- (d) not modify or remove any copyright notices appearing on any Confidential Information of the disclosing party.
- (e) not prepare any derivative works based on the Confidential Information.

Notwithstanding the foregoing, the parties have no obligation with respect to information that:

- (i) is disclosed in the absence of a confidentiality agreement and where such disclosure has been agreed to by the disclosing party in writing prior to such disclosure; or
- (ii) has entered the public domain through no fault of the receiving party; or
- (iii) is known by the receiving party prior to the time of disclosure; or
- (iv) is independently developed by the receiving party without use of the Confidential Information; or

(v) is made generally available by the disclosing party without restriction on disclosure.

The receiving party's duties under this Article shall expire two (2) years after the expiry or termination of this Agreement or earlier, upon written agreement of the parties.

Article 9 – Data Processing

This Article 9 related to Data Processing establishes the Parties' respective responsibilities for the Processing of Shared Personal Data under the RRA. It is intended to ensure that Shared Personal Data is Processed in a manner that is secure and in accordance with Applicable Laws and its defined Purpose(s). Though this Data Processing is executed by and between the Registry and Registrar under the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

9.1 PURPOSE, SUBJECT MATTER AND ROLES

a) Purpose(s).

Processing of Shared Personal Data under this Agreement by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining domain names, as required of Registries and Registrars under the Applicable Agreements with ICANN, including to the extent those purposes serve to ensure the stability and security of the Domain Name System and to support the lawful, proper and legitimate use of the services offered by the Parties. Only Shared Personal Data is subject to the terms of this Article 9 related to the Data Processing.

b) Subject Matter.

This Article 9 related to the Data Processing sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Article 9 related to the Data Processing is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.

c) Roles and Responsibilities.

The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Article 9 related to the Data Processing:

- i. The details of Processing are established and set forth in Appendix 2;
- ii. Each Party and ICANN may act as either a Controller or Processor of Shared Personal Data as specified in Appendix C to the Temporary Specification; and
- iii. Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Article 9 related to the Data Processing, only the roles of the Registry and the Registrar are applicable.
- iv. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or

obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.

9.2 FAIR AND LAWFUL PROCESSING

a) Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Article 9 related to the Data Processing and Applicable Laws.

b) Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:

- i. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;
- ii. Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- iii. Processing is necessary for compliance with a legal obligation to which the Controller is subject;
- iv. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or
- v. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

9.3 PROCESSING SHARED PERSONAL DATA

a) All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Article 9 related to the Data Processing. The Parties shall fully cooperate with each other to the extent necessary to effectuate corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.

b) A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area (“EEA”) (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Article 9 related to the Data Processing and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU ‘Standard Contractual Clauses’. Where Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they may be found and downloaded, to be incorporated herein as part of this Agreement upon execution, at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or such link location as may be updated from time to time).

c) A Party must immediately notify the other Party and ICANN if, in its opinion, ICANN’s instructions or requirements under Applicable Agreements infringes any Applicable Laws.

d) All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.

e) Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated herein but generally must include:

- i. Measures to ensure that only authorized individuals for the Purposes of the Processing can access the Shared Personal Data;
- ii. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;
- iii. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;
- iv. The ability to restore the availability and access to Shared Personal Data in a timely manner;
- v. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and
- vi. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.

f) To the extent that the Receiving Party contracts with any subcontractor, vendor or other third-party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Article 9 related to the Data Processing.

g) The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Article 9 related to the Data Processing is and will remain fully liable for any such third party's acts where such party fails to fulfill its obligations under this Article 9 related to the Data Processing (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Article 9 related to the Data Processing) or under Applicable Laws.

h) Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Article 9 related to the Data Processing, to the extent the cause of the breaching Party's negligent, willful or intentional acts or omissions.

i) The Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data.

j) The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must provide in accordance with Applicable Laws, to ensure that the Data Subjects understand how their Personal Data will be Processed.

k) The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

l) A Party shall, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data,

they will, where necessary, notify the other Parties, to enable the timely rectification of such data.

9.4 SECURITY

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

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

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

9.5 SECURITY BREACH NOTIFICATION

a) Notification Timing. Should a Party become aware of any Data Security Breach by a sub-processor in relation to Shared Personal Data, and where such a Breach is of a material impact to the Data Processing, or is likely to have a material impact on the Parties, the relevant Party should immediately notify the Parties, and the relevant Party shall provide immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.

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

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

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

d) Failed Security Incidents. A failed security incident will not be subject to the terms of this Article 9 related to the Data Processing. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

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

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

9.6 DATA SUBJECT RIGHTS

a) Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Article 9 related to the Data Processing, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.

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

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

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

9.7 DATA RETENTION AND DELETION

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

9.8 TRANSFERS

a) For the purposes of this Article 9 related to the Data Processing, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:

- i. Transfers amongst the Parties for the Purposes contemplated in this Article 9 related to the Data Processing or under any of the Applicable Agreements;
- ii. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;
- iii. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;
- iv. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and
- v. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.

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

9.9 RESOLUTION OF DISPUTES

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

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

c) In respect of Data Security Breaches or any breach of this Article 9 related to the Data Processing, each Party shall abide by a decision of a competent court of the complaining Party's country of establishment or of any binding decision of the relevant Data Protection Authority.

9.10 IMPACT OF CHANGES; NEW GUIDANCE

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

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

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

Article 10 – Registry's Rights and Compliance

10.1 DENIAL, MODIFICATION, CHANGE OF STATUS, CANCELLATION OR TRANSFER OF DOMAIN NAMES

The registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- (a) protect the integrity, security, and stability of the Registry System;
- (b) comply with all applicable laws and regulations, or with any dispute resolution process;
- (c) avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- (d) stop or prevent any violations of any terms and conditions of this Agreement;
- (e) correct mistakes made by the Registry or any Registrar in relation to a domain name registration; and
- (f) ensure compliance with ICANN and/or Registry Policies.

10.2 SUSPENSION OF NEW REGISTRATIONS IN THE REGISTRY SYSTEM

In the event that more than a third of the names registered by the Registrar do not comply with:

- ✓ This Agreement; or
- ✓ The most current ICANN Registrar Accreditation Agreement (RAA), and any other applicable ICANN Policies; or

- ✓ All Registry Policies adopted by the Registry, including those published on the Registry Operator website at the following address: www.welcome.museum ; or
- ✓ The Registry's operational documentation, including any operational standards, procedures and practices adopted by the Registry Operator for the operation of the Registry System; or
- ✓ The applicable legal and regulatory provisions on domain names and on personal data protection.

and the Registrar fails to provide, within the deadline imposed by the Registry, proof of sufficient measures taken to reduce such number, the Registry will have the right to suspend the ability of the Registrar to register new domain names in the Registry System. The same will apply in case that the Registrar promotes .museum domain name registrations or renewals in a way incompatible with this Agreement.

Article 11 – Liability

11.1 CLAIMS

Registrar shall indemnify, defend and hold harmless Registry, Registry providers, as well as Registry employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim relating to Registrar's breach of the Agreement.

Registry shall indemnify, defend and hold harmless Registrar, Registrar providers, as well as Registrar employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim (i) Registry's breach of the Agreement, or (ii) the Registry System.

11.2 LIMITATION OF LIABILITY

In no case shall Registry and Registry providers or Registrar be liable for indirect damages, or any damages resulting from loss of profits or business interruption, arising out or in connection with this Agreement. In particular, the parties agree that loss of business, loss of revenue, operating loss, loss of opportunities, and consequences in terms of reputation are considered to be indirect damages.

Registry and its providers and subcontractors, and Registrar and its providers and subcontractors, total and maximum aggregate liability arising out of this Agreement shall not exceed the lesser of (i) the total amount of Fees paid by the Registrar to the Registry under this Agreement for the preceding twelve (12) months or (ii) Euros 50,000 (fifty thousand).

Article 12 – Remote Access – Identifiers

The Registrars have personal and confidential identifiers that are issued by the Registry Operator so that they can access the applications reserved for Registrars.

The technical procedures for the implementation of these identifiers (login/password, digital signature and certificates, etc.) are defined by the Registry Operator, and the Registrar agrees to implement them according to the instructions provided by the Registry Operator.

The Registrar is solely responsible for the use, preservation and confidentiality of its identifier(s), as well as all and any confidential data transmitted by the Registry Operator.

If Registrars are allowed to modify all or part of their identifiers, such modification shall be at the sole discretion of the Registrar, and under its sole responsibility.

Any use of the identifier(s) indisputably implies use of the service by the Registrar until an objection is raised.

The Registrar agrees to inform the Registry Operator immediately, using any suitable means, of any communication problems with third parties, of the theft of their identifier(s), and in general of any risk of compromise of the confidentiality of such identifiers.

Article 13 – Agreement on Evidence

Exchanges between the Registry Operator and the Registrar may occur electronically through the addresses specified by the Parties.

Documents in electronic format that are exchanged between the Parties shall serve as evidence, in that they identify the persons involved and they are made and kept by the Registry Operator under reasonable conditions ensuring their integrity. In case of disagreement between the Parties, the information stored on the Registry Operator's servers represents evidence between the Parties.

Article 14 – Intellectual Property

The Registry hereby grants to the Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the Registry's name and logo shown in Appendix 1.

This logo will enable it to identify itself as an accredited Registrar for the .museum TLD. This license may not be assigned or sublicensed by the Registrar to any third party.

Notwithstanding the foregoing, the website includes, but is not limited to trademarks, drawings, models, images, text, photos, logos, corporate identity, software, search engines, databases and domain names which are made available to the Registrar shall be and shall remain the exclusive property of the Registry Operator.

The Registry Operator freely enjoys of all of its intellectual property rights. It defines as may be necessary the conditions under which third parties may exploit the rights it holds to these various elements, and informs the Registrar of same. In the absence of

any special provisions, their use is strictly limited to meet the present terms and conditions.

The Registrar shall respect all of the intellectual property rights, industrial rights, literary and artistic rights held by the Registry Operator. The Registrar shall not use or reproduce the Registry Operator's trademarks or other distinctive signs without the Registry Operator's express prior permission.

Any reproduction and/or representation, in whole or in part, of one of these rights, without the express authorization of the Registry Operator, is prohibited and will constitute an infringement punished under Articles L. 335-2 et seq. of the French Intellectual Property Code.

As a result, the Registrar is prohibited from any action or activity that might adversely affect, directly or otherwise, the Registry Operator's intellectual property rights.

This Agreement does not in any way assign to the Registrar any type of intellectual property rights to the elements belonging to the Registry Operator.

Article 15 – Insurance

Each party declares that it is insured against any harmful consequences of the acts for which it could be held liable in connection with the implementation of this Agreement with a reputable insurance company.

Article 16 – Termination

The Registrar may terminate this Agreement at any time by giving the Registry thirty (30) days' written notice of termination.

In case of a serious or repeated failure by the Registrar to fulfill an obligation which is not repaired within the deadline set by the Registry, the Registry shall automatically order the termination of this Agreement by registered letter with acknowledgment of receipt after a notice period of thirty (30) days.

The Registrar can contact the Registry Operator at any time to rectify the situation.

Without prejudice to the provisions above, this Agreement shall terminate if:

- (a) The Registrar loses its current ICANN accreditation;
- (b) The Registry Agreement is terminated or expires without the Registry entering into a subsequent Registry Agreement;
- (c) The Registrar continues acting in a manner that endangers the stability or operational integrity of the Registry System or of the Internet beyond a three (3) days notice of that determination; or
- (d) The Registrar becomes bankrupt or insolvent.
- (e) The Registrar defaults in a payment due to the Registry and fails to completely cure such default within a period of thirty (30) days after written notice of such default from the Registry.

Article 17 – Consequences of the Termination of Contractual Relations

Upon the termination of contractual relations for any reason (total or partial cessation of activities, collective bargaining, transfer/assignment, termination due to breach, etc.):

- (a) The Registrar shall immediately transfer the Registrants to another ICANN and Registry-accredited Registrar, in compliance with any procedures approved by ICANN. The Registrar assumes full responsibility for the claims and appeals of its customers in this respect.
- (b) All Confidential Information in the receiving party's possession shall be immediately returned to the disclosing party or destroyed.
- (c) The license to use the Registry's name and Logo shall immediately terminate.
- (d) In case of termination attributable to the Registrar, the Registry reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar.

The termination of contractual relations for any reason necessitates the immediate payment of any amounts due, including any penalties as described above.

The withdrawal of accreditation occurs automatically, without notice or notification, in the event of non-renewal or termination of the Agreement.

Article 18 – Assignment of Agreement

Except as required by the Registry Agreement, the Registrar may not assign any of its rights and obligations under this Agreement without the prior written approval of the Registry Operator.

Article 19 – Nullity

If one or more provisions of this Agreement are held to be invalid or declared as such under any law, regulation or following a final decision of a competent jurisdiction, the remaining provisions will continue to have their full effect and scope.

Article 20 – Headings

In case of difficulty in interpreting any of the headings to any of the clauses in this Agreement, the headings are deemed to be non-existent

Article 21 – Force Majeure

Any case of force majeure shall suspend performance of this Agreement.

In cases of force majeure lasting longer than one (1) month, this Agreement shall be automatically terminated ipso jure, unless the Parties agree otherwise.

Events that the French courts and tribunals typically deem to be cases of force majeure shall be expressly considered herein as cases of force majeure or accidents.

Article 22 – Independence of the Parties

The Parties acknowledge that each of them acts on its own behalf as independent entities and are not considered to be agents of one another.

Neither of the Parties may undertake anything in the name of and/or on behalf of the other Party.

In addition, each Party remains solely responsible for its actions, allegations, undertakings, services, products and staff.

Article 23 – Entire Agreement

The Registry-Registrar Agreement stipulates all the obligations of the Parties.

Article 24 – Notification

Any notification or formal notice, and more generally any correspondence that may take place under this Agreement shall be deemed to have been sent if it is sent by post, fax or e-mail to the other Party at the address specified below.

Each Party may change its address for notification by informing the other Party in writing using the means specified above.

To Registry:	<input type="text"/>	To Registrar:	<input type="text"/>
Address:	<input type="text"/>	Address	<input type="text"/>
For the Attention Of:	<input type="text"/>	For the Attention Of:	<input type="text"/>
E-mail:	<input type="text"/>	E-mail:	<input type="text"/>

Article 25 – Governing Law and Jurisdiction

This Agreement is governed by French law.

Any complaints between the Registry and the Registrar relating to the interpretation, execution or transfer of this Agreement shall be resolved by the competent authorities of the Courts of Paris, even in case of contingent action, action in warranty, or if there are multiple respondents.

Article 26 – Revision of this Agreement

The Registry will provide the Registrar at least three (3) months' written notice of any revisions to this Agreement before any such revisions become effective and binding to the Registrar.

If the Registrar does not agree with a given change, the Registrar may terminate this Agreement or stop using the Registry System for registering additional domain names.

Article 27 – List of Appendices

The documents appended to this agreement are the following:

- ✓ Appendix 1: Logo/s Licensed to the Registrar
- ✓ Appendix 2: Details of the Processing

Signed in 2 copies in Montigny-le-Bretonneux , on _____

The Registry Operator: MuseDoma

(Represented by Afnic)

Signed by: Pierre BONIS

Position: CEO of Afnic

Signature:

The Registrar: _____

Signed by: _____

Position: _____

Signature:

[APPENDIX 1](#)

Logo .museum



[APPENDIX 2](#)

DETAILS OF THE PROCESSING

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

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

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

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