TLD . MADRID DOMAIN REGISTRY - REGISTRAR AGREEMENT

THIS REGISTRY - REGISTRAR AGREEMENT is by and between:

Mr. BLAS LABRADOR ROMÁN, Managing Director of the Agency for the Digital Administration of the Community of Madrid (hereinafter "**Agency**"), as appointed by means of Decree 158/2007, of 27 December, of the Government Council (BOCM [Official gazette of Community of Madrid] no. 311, of 31 December 2007), and

Mr/Ms _____, of legal age, of _____ nationality, with address for these purposes at _____ and holder of DNI (Spanish id. document) / Passport no _____,

ACTING

The former, on behalf of and in representation of the Agency, with address at calle Embajadores, 181, 28045 Madrid and N.I.F. (tax id code) Q7850054C, as Managing Director, and with the authority to perform this act pursuant to the powers granted in article 10 of Act 7/2005, of 23 December, on Tax an Administrative measures.

The latter, on behalf of _____, an entity of _____ nationality with registered office at _____ and N.I.F. (Tax id code/VAT number) _____

Both parties do hereby mutually acknowledge one another's proper legal capacity to execute agreements and be bound in the capacity in which they act and particularly to execute this ".madrid" domain Registrar Agreement (hereinafter "**Agreement**"),

WHEREAS

One.- Registry Operator has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") to operate a shared registration system, TLD name servers, and other services ("**Registry System**") for the top-level domain .madrid ("**.madrid TLD**").

Two.- Registrar wishes to act as a registrar for second-level domain name registrations in the .madrid TLD.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree to the following:

CLAUSES

1. DEFINITIONS

In this Agreement the words below have the following meanings:

1.1 **"Confidential Information"** means all data, know-how, intellectual property, data bases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified in writing as confidential.

1.2 "**TLD**" means the English initials for top level domain within the Internet name system.

1.3 "**TLD .madrid**" means the .madrid top level domain.

1.4 "**ICANN**" means the English initials of the Internet Corporation for Assigned Names and Numbers.

1.5 **"ICANN Policy/ies"** means any rules mandated by ICANN now or in the future, including any rules, specifications, procedures, or programs that are mandatory for Registry Operators and Registrars accredited by ICANN.

1.6 "**OT+E**" means operational test and evaluation system.

1.7 "**Personal Data**" means data about any identified or identifiable natural person.

1.8 "**RDDS**" means "Registration Data Directory Services" and may be looked up through a system called "Whois" as defined in Specification 4 of the Registry Operator Agreement.

1.9 "**Registrar**" means the entity entering into this Agreement with the Registry Operator.

1.10 "**Registrant/s**" means the present or potential holder of a domain name applied for or registered by the Registrar in the Registry System.

1.11   "**Registrar Accreditation**" means the accreditation obtained by the Registrar upon entering into the RAA with ICANN.

1.12   "**Registrar Accreditation Agreement**" or "**RAA**" means the Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at   https://www.icann.org/resources/unthemed-pages/approved-with-specs-2013-10-31-es#raaor, if amended or superseded, the most current ICANN Registrar Accreditation Agreement, as amended from time to time. This includes also any other applicable ICANN Policies; including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorized by ICANN now or in the future.

1.13   "**Registration Agreement**" means the electronic or paper registration agreement that Registrar must enter into with each potential Registrant according to the corresponding clause of the RAA

1.14   "**Registry**" or "**Registry Operator**" means Comunidad de Madrid, through the Agency, which is a party of this Agreement.

1.15   **"Registry Operator Agreement"** means the agreement entered into by the Registry Operator on 1 May 2014 with ICANN by which the former is entrusted the operation of   the   .madrid   TLD.   Such   agreement   can   be   seen   at https://www.icann.org/sites/default/files/tlds/madrid/madrid-agmt-pdf-01may14-en.pdf

1.16   "**Registry Policy/ies**" means a set of rules on specifications, procedures, guidelines, programs, criteria or instructions for domain name dispute resolution, approved by the Registry Operator from time to time, as authorised by ICANN, including, the policies referred to in *Appendix I* of this Agreement.

1.17   "**Registry Services**" means the services which the Registry Operator is entitled to provide under the Registry Agreement with ICANN, 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 .madrid TLD; (iv) the dissemination of the .madrid TLD zone files; (v) the operation and overseeing of the registry DNS servers used for the .madrid TLD; (vi) the dissemination of contact and other information concerning domain name server registrations in the .madrid TLD

1.18   "**Registry System**" means the system operated by the Registry and/or the Registry providers for the operation of the .madrid TLD Registry System and the provision of the Registry Services in relation to the .madrid TLD.

1.19   "**URS Procedure**" means the Uniform Rapid Suspension System Procedure concerning a domain name registration.

1.20   "**Variable Registry-Level Fees"** has the meaning outlined in Section 6.3 of the Registry Operator Agreement.

2. REGISTRAR ACCREDITATION. REQUIREMENTS FOR START OF OPERATIONS

2.1 Requirements

2.1.1 The Registrar shall accredit it has the technical and professional competence needed to perform the functions covered by the Agreement pursuant to the Registrar Accreditation Agreement approved by the ICANN Committee on 27 June 2013.

2.2.2 The Registrar expressly agrees that its identification data may appear in the List of Accredited Registry Operators, which will be public access.

2.2.3 Likewise, during the term of this Agreement Registrar agrees to have public liability insurance covering the risks inherent in its business in the terms and amount set in section 3.10 of the Registrar Accreditation Agreement approved by ICANN.

2.2 Effective Date of Accreditation as .madrid TLD Registrar

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

2.3 Start of Operations

Notwithstanding the provisions of clause 2.2 above, the Registrar will not be able to actually start submitting domain name applications and/or registering domain names in the Registry System until the following requirements are met and duly proved before the Registry Operator:

a) Signature of ICANN's Registrar Accreditation Agreement ("**RAA**"), which must be valid throughout the term of this Agreement; and

b) **ONLY FOR REGISTRARS SUBMITTING DOMAIN NAME APPLICATIONS DURING THE LAUNCH AND THE "CLAIMS" PERIODS: Satisfactory completion of the Trademark Clearinghouse integration tests.**

3. OBLIGATIONS OF THE REGISTRY OPERATOR

3.1 Registry Services

Registry Operator will operate as registry in accordance with the Registry Agreement entered into with ICANN as amended from time to time and/or subsequent Agreements, as well as any other applicable ICANN Policies

3.2 Accreditation and Use of the Registry System

During the Term of this Agreement, Registrar is hereby accredited by Registry Operator to register and renew domain names in the .madrid TLD Registry System. Registry Operator shall provide Registrar with access to the Registry System.

3.3 Maintenance of Registrations by Registrar

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

3.4 Registrar's Use of Registry Operator's Name and Logo

Registry hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the Registry's name and the logo shown in *Appendix III* to identify itself as an accredited registrar for the .madrid TLD. This license may not be assigned or sublicensed by the Registrar to any third party.

3.5 OT+E System

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

3.6 Changes to the Registry System

Registry Operator may from time to time make modifications to Registry System or revise or augment its features.   Registry Operator will provide Registrar with at least ninety (90) days' notice prior to the implementation of any material changes to the Registry System. This notice period shall not apply in the cases given below:

a) If the technical modifications implemented by the Registry Operator in the Registry System and its features do not require any development or implementation by the Registrar;

b) If the modifications affect the Registration Policy but do not require any implementation or development by the Registrar;

c) If the modification is imposed by ICANN and has to be implemented in a period of less than 90 days;

d) In the event that the Registry System is subject to an imminent failure or a major security threat; or

e) If a significant security vulnerability or denial of service (DoS) attack is identified which means the Registry System cannot be accessed because it is subject to data traffic which is excessive, unauthorised or does not comply with the protocols used by the .madrid Registry System.

3.7 Code of Conduct

Registry Operator may approve a Code of Conduct which includes obligations and prohibitions for Registrar concerning the correct and lawful operation of the Registry System in accordance with Specification 9 of the Registry Operator Agreement.

3.8 ICANN Requirements

Registry's obligations described in clause 3 are subject to modification as a result of changes to ICANN-mandated requirements and consensus policies. Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN

4. OBLIGATIONS OF REGISTRAR

4.1 Provision of Registrar Services

During the term of the Agreement the Registrar will act as such for the .madrid TLD in accordance with the provisions of this Agreement, the most recent version of the Registrar Accreditation Agreement (RAA) and ICANN Policies, as well as the Registration Policies for domain names under the .madrid TLD in force at any time.

In particular the Registrar shall:

• Represent the Registrants before the Registry System to conduct the activities required to register and renew domain names under the ".madrid" TLD.

• Advise domain name Registrants that contract its services and carry out all the steps as requested by them.

• Process applications for registration and renewal of domain names under the .madrid TLD.

• Any other function related to the registration and renewal of domain names entrusted to it by the Registry Operator.

4.2 Registrar Responsibility for Customer Support

Registrar shall be responsible for providing customer service as needed to receive and process registrations from potential registrants; process orders for cancellation, deletion or

transfer of domain names in the Registry System; to bill Registrants, as well as to provide record and technical support.

4.3 Domain Name Registrations and Renewals

4.3.1 Registrar will be entitled to start processing domain name registrations as soon as it is accredited before Registry Operator.

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

4.3.3 Registrar shall register domain names only for fixed periods according to the Registry Policies. At the conclusion of the initial registration period or any of the extensions thereof, failure to pay a renewal fee shall result in cancellation of the registration.

4.3.4 Registrar shall not insert or renew any domain name in the Registry System (i) in a manner contrary to any ICANN policy (particularly, ICANN consensus policy involving domain names included in a list of excluded names) or (ii) any list of names to be reserved from registration as required by the Registry Operator. Registrar shall respect the rules on prohibitions and syntactic standards that the Registry Operator approves.

4.3.5 Registrar shall not register domain names in the Registry System for their own account or for accounts of a Registrar's affiliate for the purpose of trafficking in domain names for sale, resale, transfer to third parties or speculate with them. Furthermore, Registrar shall not enable, contribute or willingly aid any third party to achieve the said purpose.

4.3.6 Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed for a maximum period of 1 year.

4.3.7 The Registrar will duly and promptly notify Registrants of domain names under ".madrid" whose management has been entrusted to it about the nearness of the start of the payment period for renewal of their domain names in the terms indicated by ICANN's Expired Registration Recovery Policy.

4.4 Submission of Data

Without prejudice to their obligations to keep data up-to-date, Registrar shall provide Operator with complete and accurate registration or renewal data. Data submission shall be made on an irrevocable, non-exclusive, non-transferable and royalty-fee basis, so as to allow the Registry Operator to use such data to provide Registry Services

4.5 Personal Data

4.5.1 If Spanish regulations on data protection are applicable, the Registrar shall comply with the following regulations:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (GDPR) and supplementary regulations.

- Spain's Data Protection and Digital Rights Guarantee Act 3/2018, of 5 December.

- And any data protection provisions enacted in implementation of the above regulations which are in force on the award of this agreement or may come into force during its term.

4.5.2 Personal Data submitted to the Registry System by Registrar under this Agreement will be collected and used by the Registry Operator for the purposes of providing Registry Services as defined in the Registry Agreement with ICANN (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS"). Registry Operator shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes. Registry will not assign the data to any third party. When required by ICANN, however, Registry Operator may make Personal Data available to ICANN or the relevant authorities for inspection.

4.5.3 Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data. With respect to third-party individuals whose Personal Data is provided by the Registrant to the Registry System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by the Registry Operator of their Personal Data.

4.5.4 Registry Operator shall take reasonable steps to protect Personal Data collected from Registrar from loss, misuse, unauthorized disclosure, alteration or destruction..

4.6. Mandatory Provisions in the Registration Agreement between Registrar and Registrants

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

4.6.2 Indemnification liability. In the Registration Agreement, Registrar shall require the Registrant to acknowledge and agree that (i) Registrant is fully responsible for the registration and use of the registered domain name; and that (ii) Registrant shall hold harmless Registry

Operator, Registry's service providers, as well as Registry directors, officers and employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Registrant's domain name registration and/or use

4.6.3 Reservation of Rights. In addition, Registrar must oblige its Registrants to expressly agree that Registry Operator and Registry service providers acting on behalf of Registry reserve the right to change the status of the domain name during the resolution of a dispute or a compliance 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 appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;

c) avoid any liability of Registry Operator, 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 Registry Operator, Registry service providers or any registrar in relation to a domain name registration; and

f) ensure compliance with ICANN and/or Registry Policies.

4.6.4 Data Update. Registrar must oblige its Registrants to immediately correct and update the registration information for the registered name during the registration term.

4.6.5 Domain Name Dispute Resolution. Registrar must comply and must oblige its Registrants to adhere and comply with all applicable ICANN or Registry Operator mandated policies and procedures for resolution of disputes concerning domain names registered in the Registry System

4.6.6 Public Interest Commitments. Registrar will 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. Registrar must also provide Registrant with a description of potential consequences for such activities, including suspension of the domain name.

4.6.7 Registry Operator as Third-Party Beneficiary: Registry Operator is a third party beneficiary of the Registration Agreement between Registry Operator and Registrant. Registrar acknowledges that Registry is a third party beneficiary of the Registration Agreement, entitled to enforce its rights vested by the Registration Agreement;

4.6.8 Verification of Compliance. Upon notice and request from Registry Operator, Registrar shall provide within seven (7) business days copies of the Registration Agreements entered into with Registrants or evidence of its acceptance by any of the Registrants

4.6.9 Commercial activities. Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Registration Agreement referred to in this Section.

4.6.10 Registrar shall be responsible for any liability resulting from this Agreement, even when Registrar acts through reseller..

4.7. Binding documents for the Registrar.

During the term of this Agreement, the Registrar will be subject to:

a) This Agreement;
b) The most recent version of ICANN's Registrar Accreditation Agreement (RAA) and any amendments made to it and any other ICANN Policies;
c) The Registration Policies and the operating guidelines of the Registry, including any operational rules, procedures and practices adopted by Registry Operator from time to time for the operation of the Registry System. Registrar acknowledges and accepts that Registry Operator may update or amend such Registration Policies and is responsible for monitoring any changes by checking Registry Operator's website on a regular basis. However, when changes or updates in the Registration Policy require developments or implementations in the registry-registrar or registrar-end customer interfaces, Registry Operator will notify such changes to Registrar at least ninety (90) days prior to their entry into force; and
d) Applicable laws, legislation and regulations specifying which domain names can be registered.

5. FEES

5.1 Amount

Registrar agrees to pay to the Registry Operator the registration, renewal, transfer and other service fees set forth in the Registry price list, as amended from time to time. The Fees, and any amendments thereto, will be available to Registrars at https://dominio.madrid.

Registry Operator reserves the right to review these fees at any time with notification to Registrar:

a) thirty (30) days before their entry into force in the case of reductions in fees and promotions;
b) ninety (90) days in advance of their entry into force in case of increases in fees.

5.2 Refunds for Denied Applications and for Domains Deleted During Grace Periods

Registrar shall follow all instructions from Registry Operator with respect to denying applications or deleting domain name registrations during grace periods, and shall process all returned fees to applicants in connection with those denials and deletions during grace periods at no additional cost to Registry Operator. 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 , Registry Operator will credit the Registrar deposit account for the standard Fees associated with any required return of Fee to the Registrant associated with deletions during grace periods and/or with denial of applications. Registry Operator, however, will not reimburse the Registrar for any out-of-pocket expenses associated with this type of refund.

5.3 Variable Registry-Level Fee

In the event that Registry Operator is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Operator Agreement, Registry Operator shall be entitled to collect such Fees from Registrar Therefore, in such cases, Registrar shall pay Registry Operator, in addition to Fees due to Registry under Section 5.1 above, the amount that is equivalent to the Variable Registry-Level Fee calculated with respect to the number of .madrid domain names registered by Registrar.

6. CONFIDENTIALITY

6.1 During the Term of this Agreement, each party:

a) shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of all Confidential Information, including implementing reasonable physical security measures and operating procedures;

b) shall use any Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever; and

c) shall make no disclosures whatsoever of any Confidential Information to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

d) shall not modify or remove any confidentiality and/or copyright notices appearing on any Confidential Information.

e) shall not prepare any derivative works based on the Confidential Information.

f) Both parties acknowledge and agree to the need to disclose any Confidential Information received under this Agreement when such disclosure is required by any competent public authority. Both parties acknowledge that disclosure in these circumstances may be made without needing to notify the other party in advance.

6.2 The Confidential Information Receiving Party's duties under Sub-section 6.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

7. RESERVATION OF RIGHTS FOR COMPLIANCE PURPOSES

7.1 Deny, modify, change of status, cancel or transfer of domain names

Registry Operator and Registry service providers acting on behalf of Registry Operator reserve the right to change the status of the domain name during the resolution of a dispute or a compliance 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 appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;

c) avoid any liability of Registry Operator, 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 Registry Operator, Registry service providers or any registrar in relation to a domain name registration; and

f) ensure compliance with ICANN and/or Registry Policies.

7.2 Suspension of New Registrations in the Registry System

In the event that Registrar submits in a period of 30 days over 33% of registered names that are not in compliance with either:

a) This Agreement; and/or

b) Most current ICANN Registrar Accreditation Agreement (RAA), as amended from time to time, and any other applicable ICANN Policies; and/or

c) All Registry Policies adopted by Registry Operator, referred to in *Appendix I* of this Agreement; and/or

d) Registry's operational guidelines, including any operational standards, procedures and practices adopted by Registry from time to time for the operation of the Registry System; and/or

e) Applicable laws, legislation and regulations specifying which domain names can be registered; both parties will collaborate to determine and evaluate the causes of these breaches and apply measures to prevent new breaches.

If in any of the following four periods of thirty (30) days more than 33% of names registered by Registrar are in breach, the Registry Operator may temporarily suspend the Registrar's power to register new domain names in the Registry System.

Any proactive promotion by Registrar of registrations or renewals of domain names against the provisions of this Agreement and/or the Registration Policy shall be sufficient grounds for termination of this Agreement.

8. INDEMNITIES

Registrar shall indemnify, defend and hold harmless Registry Operator, Registry providers, as well as Registry's 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:

a) Relating to any product or service of Registrar;

b) Relating to any agreement, including without limitation Registrar's dispute policy, between Registrar and any Registrant or other customer, or any registrar; or

c) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service.

9. NOTICES

9.1 Addresses

Except as otherwise stated in this Agreement, any notices or other communications in connection with this Agreement shall be in writing and sent by registered mail or by email

Registry Operator:	Agencia para la Administración Digital Comunidad de Madrid
Address	Embajadores, 181, 28045 Madrid

Attention:	Mr. Luis Gamo
Fax:	+34 91 420 56 78
E-mail:	**registradores.dominios@comunidad.madrid**

Registrar:	
Address	
Attention:	
Fax:	
E-mail:	

9.2 Language

All notices, communications, designations, and specifications made under this Agreement shall be in Spanish or English.

10. TERM

This Agreement shall commence on the Effective Date and continue until the earlier of the following (i) termination by either party upon thirty (30) days written notice; or (ii) termination for cause, as defined in Section 11.2.

11. TERMINATION

11.1. Termination at Option of Registrar

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

11.2. Termination For Cause

11.2.1 If either Party breaches any material term of this Agreement and such breach is not cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

11.2.2 Without prejudice to Section 11.2.1 above, this Agreement shall terminate if:

a) Registrar loses its current accreditation as ICANN Accredited Registrar, either for termination or lack of renewal;

b) The relevant Registry Agreement is terminated or expires without Registry entering into a subsequent Registry Agreement with ICANN;

c) Registrar continues acting in a manner that Registry Operator has reasonably determined endangers the stability or operational integrity of the Registry System or of the Internet after receiving thirty (30) days' notice of that determination; or

d) Registrar becomes bankrupt or insolvent.

11.3 Effect of Termination

11.3.1 Upon termination of this Agreement for any reason:

a) Registry Operator may complete the registration, transfer or renewal of all domain names processed by Registrar to the date of any expiration or termination, provided Registrar's balance deposit with Registry is sufficient.

b) Registrar shall immediately transfer Registrants to other ICANN-accredited registrar, in compliance with any procedures approved by ICANN.

c) All Confidential Information in possession of the Receiving Party shall be immediately returned to the Disclosing Party or destroyed.

d) License to use Registry's name and Logo pursuant to Section 3.4 shall immediately terminate.

e) In case of termination attributable to the Registrar, Registry Operator reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar.

11.3.2 In the event of termination of this Agreement, the following sections shall survive: 4.2, 4.6, 5, 6, 7.1, 8 and 14.

12. ASSIGNMENT

Except as required by the Registry Operator Agreement, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party.

13. AGREEMENT OF AMENDMENTS

Registry Operator may amend this Agreement to adapt it to the ICANN Policy or whenever advisable considering the service requirements. Registry Operator will provide Registrar at least thirty (30) days written notice of any revisions to this Agreement before any such

revisions become effective and binding to Registrar. If Registrar does not agree with any change, Registrar may terminate this Agreement or stop using the Registry System for registering additional .madrid domain names.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing law

This Agreement shall be governed and construed under the laws of Spain, including their choice of law provisions

14.2 Governing jurisdiction

The Courts of Madrid shall be competent to resolve any disputes, disagreements or claims derived from or related to this Agreement and its future amendments.

15. LANGUAGE OF THE AGREEMENT

This Agreement is available in Spanish and English. In case of discrepancy, the Spanish version will prevail between the two versions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives in Madrid on _____.

COMMUNITY OF MADRID   REGISTRAR

_____   _____

APPENDIX I

.madrid DOMAIN NAME REGISTRATION AGREEMENT

In order to register as a .madrid domain name, applications must comply with the Registration Policies available at:

https://dominio.madrid

The General Registration Policy for .madrid domain names requires that Registrant be a private individual or legal entity with an interest in the Community of Madrid at the time of registration and afterwards. In practice, to meet this requirement the Registrant must be able to demonstrate that they:

- Are a resident in the Community of Madrid;
- Perform a professional, personal, commercial or cultural activity in the Community of Madrid; or
- Have a direct or indirect nexus with the Community of Madrid.

And, additionally, that the use of the .madrid domain name requested:

- Is generally accepted as legitimate;
- Contributes to the wellbeing of the Community of Madrid; and
- Corresponds to the role and importance of the domain name.

APPENDIX II

REGISTRY OPERATOR LOGO LICENSED TO REGISTRAR

DATA PROTECTION ADDENDUM

RRA Data Processing Appendix

This RRA DATA PROCESSING APPENDIX (the "**Data Processing Appendix**") is made by and between the registry (the "**Registry**") and registrar (the "**Registrar**") (each a "**Party**" and together the "**Parties**"), and is effective as of the date of signature of the Registry-Registrar Agreement (the "**RRA**")

To the extent of any conflict between any other clause of this RRA, as amended (including any of its attachments), and this Data Processing Appendix, the terms of this Data Processing Appendix will take precedence. Capitalized terms not defined below will have the meaning provided to them in the RRA.

1. INTRODUCTION

This Data Processing Appendix 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 Appendix is executed by and between the Registry and Registrar as an Appendix to 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.

2. DEFINITIONS

   a) Applicable Agreements. Collectively means this Data Processing Appendix, the Registrar Accreditation Agreement ("**RAA**"), the Registry Agreement ("**RA**"), and the RRA, as those documents are applicable and binding on any individual Party.
   b) 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), Spain's Data Protection and Digital Rights Guarantee Act 3/2018, of 5 December, and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.
   c) Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.

d) Data Protection Authority. Means the Agencia Española de Protección de Datos or any other relevant Authority in territories where a Party to this Data Processing Appendix is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Appendix.

e) 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 6 below.

f) Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.

g) 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.

h) 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.

i) Purpose(s). Has the meaning provided in Section 3 below.

j) Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.

k) 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.

l) Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.

m) 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.

3. PURPOSE, SUBJECT MATTER, AND ROLES

a) Purpose(s). Processing of Shared Personal Data under this Data Processing Appendix 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 Data Processing Appendix.

b) Subject Matter. This Data Processing Appendix 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 Data

Processing Appendix 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 Data Processing Appendix:

    i. The details of Processing are established and set forth in Annex 1;

    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 Data Processing Appendix, 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.

4. FAIR AND LAWFUL PROCESSING

a) Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Appendix 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.

5. 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 Data Processing Appendix. 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 Data Processing Appendix 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 Data Processing Appendix 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 in Section 5 of this Data Processing Appendix, but generally must include:

   i.   Measures to ensure that only authorized individuals for the Purposes of this Data Processing Appendix 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 Data Processing Appendix.

g) The Party which employs a vendor or other third-party to facilitate its performance under this Data Processing Appendix is and will remain fully liable for any such third party's acts where such party fails to fulfill its obligations under this Data Processing Appendix (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Data Processing Appendix) 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 Data Processing Appendix, to the extent the cause of the breaching Party's negligent, wilful 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.

6. 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.

7. SECURITY BREACH NOTIFICATION

a) Notification Timing. Should a Party become aware of any Data Security Breach by a provider in relation to Shared Personal Data, and where such a Breach is of a material impact to this Data Processing Appendix, 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 Data Processing Appendix. 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.

8. DATA SUBJECT RIGHTS

a) Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Data Processing Appendix, 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. 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.

10. TRANSFERS

a) For the purposes of this Data Processing Appendix, 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 Data Processing Appendix 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.

11. 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, to the extent permitted by applicable laws.
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, to the extent permitted by applicable laws.
c) In respect of Data Security Breaches or any breach of this Data Processing Appendix, 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.

12. 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 Data Processing Appendix.

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 Data Processing Appendix, as applicable.

In the event Applicable Laws change in a way that the Data Processing Appendix 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 Data Processing Appendix in light of the new laws.

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 legislation, and subject to this Data Processing Appendix, 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 to which this this Data Processing Appendix is applicable, but will abide by the terms of this Data Processing Appendix 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