

## ANNEX .SOFTWARE - SPECIAL CONDITIONS FOR THE .SOFTWARE TLD

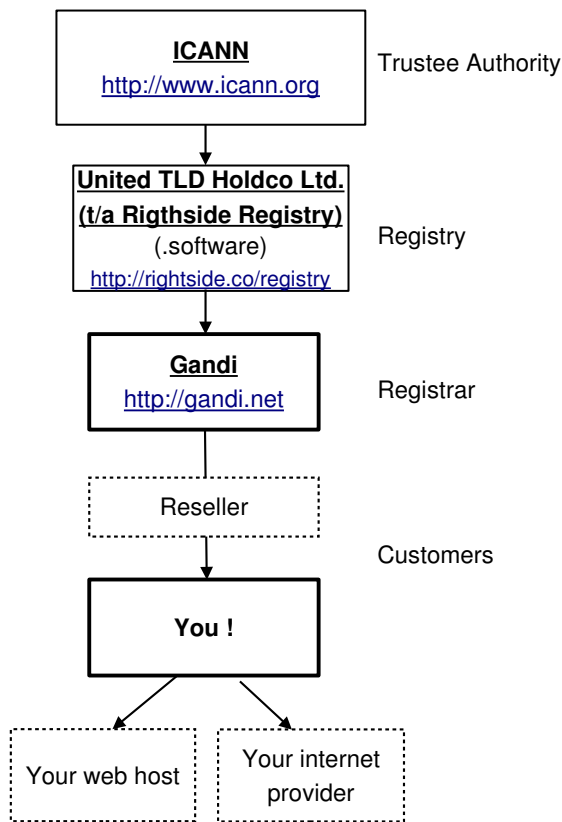
version 1.0 – October the 7th, 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .SOFTWARE domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in Our [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

### Section .SOFTWARE.1. Trustee authority and Registry

.SOFTWARE is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .SOFTWARE TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

### Section .SOFTWARE.2. Registration terms and conditions

When You apply to register a .SOFTWARE domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .SOFTWARE domain names, as defined by ICANN and United TLD Holdco and which may be viewed at the following pages:

- Launch Policy:  
[http://righthside.co/fileadmin/downloads/policies/Righthside\\_Launch\\_Policy.pdf](http://righthside.co/fileadmin/downloads/policies/Righthside_Launch_Policy.pdf)

- Registration Terms:  
[http://righthside.co/fileadmin/downloads/policies/Righthside\\_Registration\\_Terms.pdf](http://righthside.co/fileadmin/downloads/policies/Righthside_Registration_Terms.pdf)
- Acceptable Use Policy:  
[http://righthside.co/fileadmin/downloads/policies/Righthside\\_Acceptable\\_Use\\_Policy.pdf](http://righthside.co/fileadmin/downloads/policies/Righthside_Acceptable_Use_Policy.pdf)
- Privacy Policy:  
[http://righthside.co/fileadmin/downloads/policies/Righthside\\_Privacy\\_Policy.pdf](http://righthside.co/fileadmin/downloads/policies/Righthside_Privacy_Policy.pdf)
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .SOFTWARE Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

The contract between ICANN and the .SOFTWARE Registry is available at the following address:

[www.icann.org/en/about/agreements/registries/software](http://www.icann.org/en/about/agreements/registries/software)

### Section .SOFTWARE.3. Launch rules

The .SOFTWARE domain name launch will occur in 2 phases: Sunrise, and general opening.

Registrations during the first 7 days of the general opening will be subject to additional costs decreasing over time ("Early Access" period).

The Sunrise phase runs from August 26th 2014 to October 25th 2014. General opening is scheduled for October 29th 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations for general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

### Section .SOFTWARE.4. Special requirements

.SOFTWARE special requirements are available at:

<http://www.gandi.net/domain/software/info>

.SOFTWARE domain names are open to anyone.

## **Section .SOFTWARE.5. Sunrise**

### **5.1 Eligibility rules**

Only owners of a trademark registered with the trademark rights protection mechanism “[TMCH](#)” (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our [Corporate team](#)). Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: <http://www.trademark-clearinghouse.com/downloads>

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a “SMD” (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the “label(s)” generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,
- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your “SMD” file for verification.

The domain name You request must contain at least 3 characters and must be strictly identical to Your trademark registered and validated with TMCH unless exceptions as detailed in the rules established by the Registry applicable to the Sunrise period: [http://rightside.co/fileadmin/downloads/policies/Rightside\\_Launch\\_Policy.pdf](http://rightside.co/fileadmin/downloads/policies/Rightside_Launch_Policy.pdf) (13.)

If Your trademark corresponds to a term reserved by the Registry, You can make a specific request to the Registry as detailed in the Registry rules : [http://rightside.co/fileadmin/downloads/policies/Rightside\\_Reserved\\_Name\\_Policy.pdf](http://rightside.co/fileadmin/downloads/policies/Rightside_Reserved_Name_Policy.pdf) (5.), in order to this term becomes available to the registration during the Sunrise period. The Registry will accept or not Your request at its sole and entire discretion.

### **5.2 Allocation rules**

Sunrise applications are not reviewed on a “first-come first-served” basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the

domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,

- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration and Your domain name will be block against modifications, transfers and deletion during 60 days.

### **5.3 Dispute resolution**

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:

<http://www.trademark-clearinghouse.com/dispute>

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

[http://rightside.co/fileadmin/downloads/policies/Rightside\\_Sunrise\\_DPML\\_DRP.pdf](http://rightside.co/fileadmin/downloads/policies/Rightside_Sunrise_DPML_DRP.pdf)

### **5.4. Refund Conditions**

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, “SMD” file invalid or revoked ...) or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

## **Section .SOFTWARE.6. General opening**

On general opening, the domain name will be allocated on a “first-come first-served” basis.

### **6.1 "Trademark Claim Notice"**

In accordance with ICANN rules, during 90 days upon the general opening, a “Trademark Claim Notice” period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the “labels” generated), You will received a warning notice (“Trademark Claim Notice”) in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be send to the Registry.

If You confirm Your registration request, the third parties that are the owners of an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the general opening, Gandi will notify You by email of the “Trademark Claim Notice” and Your registration request will be put in “error” until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the general opening and can not, in any case, be held liable of the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the “Trademark Claim Notice” upon the general opening.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the general opening and the sending of Your request to the Registry.

## **6.2 “Early Access” period**

During the first 7 days of the general opening, the Registry has an “Early Access” period during which the registration of domain names is subject to additional costs decreasing over time.

The registrations via Our interface are available only during the last day of this period (« Landrush »). For registrations during the first 6 days, You must contact Our customer service department.

It is specified that if You do not contact Our customer service department and pay the additional costs, the requests made in preregistration will be only be sent to the Registry after the “Early Access” period.

## **Section .SOFTWARE.7. Reserved names and premium domain names**

Some words are reserved or prohibited:

[http://rightside.co/fileadmin/downloads/policies/Rightside\\_Reserved\\_Name\\_Policy.pdf](http://rightside.co/fileadmin/downloads/policies/Rightside_Reserved_Name_Policy.pdf), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Domain names listed on the ICANN block list (ICANN’s SLD Name Collision block list) which You may find at the following page:

<https://www.icann.org/sites/default/files/tlds/software/software-apid-list-12nov13-en.csv> are available for registration during the Sunrise period but will be activated when ICANN will authorize their registration.

For requests made in preregistration, if the domain name You have preregistered is a “premium” domain name, Your request will be put in “error” and You will be notify by email. Then You will be able to either pay the additional costs applicable to “premium” domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to “premium” domain names, Your registration request will be not sent to the Registry.

## **Section .SOFTWARE.8. Registration term**

The registration term is 1 year for requests made during the Sunrise and “Early Access” periods, and from 1 to 10 years for requests made during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

## **Section .SOFTWARE.9. Pricing**

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/software>

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order.

Specific costs applicable to the “Early Access” period will also be communicated by Our customer service department upon request and will be not in any case refunded.

## **Section .SOFTWARE.10. Storage of contact information**

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN’s designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You accept that the Registry can access Your personal contact information and display it in the public Whois database.

## **Section .SOFTWARE.11. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .SOFTWARE domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies: <http://www.icann.org/udrp>
- explanations: <http://www.icann.org/en/udrp/udrp.htm>
- Policy: <http://www.icann.org/en/dndr/udrp/policy.htm>
- Rules: <http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers: <http://www.icann.org/en/dndr/udrp/approved-providers.htm>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

In addition, if the Registry submitted a « PICs » (Public Interest Commitments) for the extension of Your domain name, You

agree to fully abide by any decision made as part of a PICDRP :

- PICs submitted by United TLD :  
<https://gtldresult.icann.org/application-result/applicationstatus/viewstatus:downloadpicposting/664>
- Explanations about PICs :  
<http://newgtlds.icann.org/en/applicants/agb/base-agreement-specs-pic-faqs>

### **Section .SOFTWARE.12. Transfer (change of Registrar)**

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

You acknowledge that You full knowledge of and that You agree to the policy established by the Registry concerning transfers:

[http://rightside.co/fileadmin/downloads/policies/Rightside\\_TDRP.pdf](http://rightside.co/fileadmin/downloads/policies/Rightside_TDRP.pdf)

### **Section .SOFTWARE.13. Ownership change**

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

### **Section .SOFTWARE.14. Deletion process**

**Upon the Expiration of the domain**, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

### **Section .SOFTWARE.15. Mandatory terms**

In accordance with Our accreditation agreement with the Registry, Gandi must include all terms of the [Registration Terms and Conditions](#) established by the Registry as well as any other terms required in application of Our accreditation agreement. These terms are incorporated to the present contract hereinafter.

You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations You undertake under the present contract and the Registration Terms and Conditions established by the Registry, that the Registry's third party beneficiary rights have vested, and shall survive any deletion or expiration of Your domain name.

The Registry extensions are intended for and available to persons who are at least 18 years of age. By applying for, registering, or reserving a domain name under an extension managed by the Registry, You represent and warrant that You are at least 18 years of age.

Additional registration requirements may be added, from time to time by the Registry, in order to comply with new ICANN policies or to comply with "Public Interest Commitments" (PICs) applicable to specific extensions managed by the Registry.

You specifically acknowledge and agree that the Registry policies may be modified by the Registry, and You agree to comply with any such changes in the time period specified for compliance.

You represent and warrant that Your use of the system and/or the extensions operated by the Registry will not be for any illegal purpose and that You will not undertake any activities with an extension of the Registry that will be in violation of the Registry [Acceptable Use \(Anti-Abuse\) Policy](#).

By submitting a registration or modification request You represent and warrant that :

- You have provided current, complete, and accurate information in connection with Your registration request, and You will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of the registration of Your domain name. This obligation is a material element of the registration terms and conditions established by the Registry, and the Registry reserves the right to deny, cancel, delete, suspend, lock, or transfer to a third party any domain name, if it determines, in its sole and entire discretion, that the information provided is inaccurate,
- Your request is made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
- neither the registration nor the use of Your domain name will infringe the intellectual property or other rights of third parties or violate the Registry [Acceptable Use \(Anti-Abuse\) Policy](#),
- You agree and You will participate in good faith in any proceedings as established by the Registry,
- You agree to comply with all applicable laws, including those relate to privacy, collection and disclosure of data, consumer

protection, import/export of services, fair lending, debt collection, organic farming, and financial disclosures.

You agree that should You use Your domain name to collect and or maintain sensitive health and financial data, You implement reasonable appropriate security measures commensurate with the offering of those services as defined by applicable law.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself (within 30 days of demand) to indemnify, defend and hold harmless the Registry United TLD Holdco, Gandi and their affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration. You shall not enter into any settlement or compromise of any such claim without the Registry United TLD Holdco or Gandi prior written consent that shall not be unreasonably withheld. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

You consent to the collection, use, processing, and/or disclosure of Your personal information in the United States and in accordance with the Registry [Privacy Policy](#). If You are submitting information from a country other than the country in which the Registry servers are located, Your communications with the Registry may result in the transfer of information (including Your membership account information) across international boundaries, You consent to such transfer.

The Registry is entitled to, at any time, verify that the information You have provided is accurate, reliable, complete and up-to-date, whether directly, through Gandi or otherwise, and Your compliance with the rules established by the Registry. In connection with these verifications, You and Gandi shall fully comply et cooperate with the Registry and provide any document requested by the Registry.

You agree to abide by the final outcome of any of dispute resolution processes adopted by the Registry (UDRP and URS), subject to any appeal rights provided in those processes or the law, and You hereby release the Registry, its affiliates and service providers from any and all directly or indirect liability associated with such dispute resolution processes.

You acknowledge and accept that the Registry reserves the right to reject, delete, suspend, lock or transfer to a third party Your domain name, that it deems necessary, in its sole and entire discretion:

- to enforce all Registry policies, and ICANN requirements, as amended from time to time,
- to protect the integrity and stability of the Registry, its operations and its extensions,
- to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or You,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry, its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection with a registration of a domain name,
- per the terms of the Registration Terms and Conditions of the Registry.

You acknowledge and agree that the Registry reserves the right, in its sole and entire discretion, to forbid You or Your agents from making or maintaining any registration or reservation if You are found to have repeatedly engaged in abusive registrations.

The Registration Terms and Conditions established by the Registry, its interpretation, and all disputes between the parties arising in any manner from the Registration Terms and Conditions of the Registry, shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). You agree and submit to the jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.

By agreeing to the Registry Registration Terms and Conditions, You are:

- waiving claims that You might otherwise have against the Registry, its employees, affiliates, subsidiaries and service providers, based on the laws of other jurisdictions, including Your own,
- irrevocably consenting to the exclusive jurisdiction of, and venue in, state or federal courts in the State of Washington over any disputes or claims You have with the Registry, its affiliates and service providers, and
- submitting Yourself to the jurisdiction of courts located in the State of Washington for the purpose of resolving any such disputes or claims.

You acknowledge and agree that domain names are provided "as is", "with all faults" and "as available". The Registry, its affiliates and service providers, make no express warranties or guarantees about the domain names provided.

To the extent permitted by law, the Registry, its affiliates and service providers, disclaim implied warranties that the Registry



and all software, content and services distributed through the Registry, its affiliates and service providers are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. The Registry, its affiliates and service providers do not guarantee that any extensions or operations of the Registry will meet Your requirements, will be error-free, reliable, without interruption or available at all times. They do not guarantee that the results that may be obtained from the use of an extension managed by the Registry, including any support services, will be effective, reliable, accurate or meet Your requirements. They do not guarantee that You or third parties will be able to access or use a domain name in an extension managed by the Registry (either directly or through third party networks) at times or locations of Your choosing. No oral or written information or advice given by a representative of the Registry, its affiliates and service providers shall create a warranty regarding operations of the Registry or a domain name in an extension managed by the Registry.

The Registry, its affiliates and service providers shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from Your use of, inability to use, or reliance upon a domain name in an extension managed by the Registry. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if the Registry, its affiliates and services providers knew or should have known of the possibility of such damages. Because some States or jurisdictions do not allow the exclusion or the limitation of liability

for consequential or incidental damages, in such States or jurisdictions, the liability of the Registry, its affiliates and service providers, shall be limited to the amount You paid to register the domain name. You further agree that in no event shall the Registry, its affiliates and service providers, total aggregate liability exceed the total amount paid by You for the particular services that are the subject of the cause of action. You agree that the rights stated herein will survive the termination of the present contract.

The Registry reserves the right to modify, change, or discontinue any aspect of its services, its Registration Terms and Conditions, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to its Registration Terms and Conditions, and other information concerning the extensions managed by the Registry, electronically by posting such items on the [Registry website](#). Your use of a domain name under an extension managed by the Registry constitutes Your acceptance of the most current versions of those notices, agreements, modifications, and changes to the Registry Registration Terms and Conditions. In the event of any conflict between the present Registry Registration Terms and Conditions, and the notices, agreements, modifications and changes to the Registry Registration Terms and Conditions as posted from time to time on the Registry website, the terms posted on the Registry website shall prevail.

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