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1. To grant Donuts and its contracted parties a fully paid, nonexclusive, royalty free, perpetual, irrevocable, and fully sublicensable license and approval to host, cache, copy, display Application Content to WHOIS or report publicly, in whatever method or format Donuts chooses, for the purpose of and in conjunction with effectuating the DPML Service;
2. That the DPML Applicant owns or has permission to use and submit the Application Content, and that to its knowledge, such usage and submission does not violate applicable license agreements, laws, regulations, or rights of any third party;
3. That the Application Content is and will remain accurate, current and complete throughout the applicable DPML Block period, and that if Donuts has reason to believe that the Application Content is untrue, inaccurate, outofdate or incomplete, after providing Registrar ten(10) businessdays' notice to correct such information or give reasonable assurance to Donuts of such information's accuracy, Donuts reserves the right in its sole discretion to deny or cancel the underlying DPML Block;
4. That the DPML Applicant has and will keep in effect during use of the DPML Service, all licenses and approvals necessary to grant Donuts and its subcontractors these rights and that they will be provided at no charge to Donuts upon request;
5. That Donuts, in its sole discretion, may temporarily suspend the DPML Service to one or more registrars or users to minimize threats to the operational stability and security of the DPML Block databases and the registries owned and operated by Donuts; provided, however, that a suspension of the DPML Service will not allow registrations to occur for SLDs under DPML Block that would not otherwise be permitted by the Donuts Policies when the DPML Service is fully operational;
6. That the modification or cancellation of any DPML Blocks in accordance with the Donuts Policies will not result in any refund of any DPML Block fees except when due to Donuts' error or omission; and
7. That the DPML Applicant agrees to the Donuts Disclaimer and Donuts Limitations of Liability in this agreement, respectively, as if such provisions were written to apply directly to such DPML Applicant.

**DONUTS DISCLAIMER**

DONUTS WARRANTS THAT IT WILL PROVIDE THE DPML SERVICE WITH REASONABLE CARE AND SKILL.

DONUTS DOES NOT WARRANT UNINTERRUPTED, SECURE OR ERROR FREE OPERATION OF THE DPML SERVICE, OR THAT IT WILL BE ABLE TO PREVENT THIRD PARTY DISRUPTIONS OF THE DPML SERVICE OR RELATED SERVICES OR THAT IT WILL CORRECT ALL DEFECTS.

SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, DONUTS MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE DPML SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON INFRINGEMENT.

REGISTRAR ACKNOWLEDGES AND AGREES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY DONUTS, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS OR AGENTS WILL

CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THE DPML SERVICE, AND REGISTRAR SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMERS CONTAINED IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

#### DONUTS LIMITATION OF LIABILITY.

In no event will either party, its officers, directors, employees, subcontractors or agents be liable to the other party or any other person or entity for any indirect, incidental, special, punitive or consequential damages, including but not limited to loss of business opportunity, business interruption, loss of profits or costs of procurement of substitute goods or services, including without limitation any damages that may result from:

1. The accuracy, completeness, or content of the DPML Service;
2. Third party conduct of any nature whatsoever;
3. Any unauthorized access to or use of the DPML Service or the Account;
4. Any interruption or cessation of the DPML Service;
5. Any viruses, worms, bugs, Trojan horses or similar code, files or programs which may be transmitted to or from the DPML Service; or

Any such losses or damages incurred as a result of Registrar or DPML Applicant's use of the DPML Service, whether based on warranty, contract, tort or any other legal or equitable theory, and whether or not such party is advised of the possibility of such damages.

The parties specifically acknowledge and agree that any cause of action arising out of or related to the DPML Service must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently waived.

Registrar specifically acknowledges and agrees that in no event shall Donuts' total aggregate liability to Registrar or any third party exceed the total amount paid for access to the DPML Service except where due to Donuts' gross negligence, intentional misconduct, or reckless behavior.

The foregoing limitation of liability contained in this section shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement.