



.HEALTH STARTUP PLAN
Version 1.0

I. OVERVIEW:

Pursuant to the Trademark Clearinghouse Rights Protection Mechanism Requirements found at <https://www.icann.org/resources/pages/tmch-requirements-2014-01-09-en> (the “TMCH Requirements”), DotHealth, LLC (“Registry Operator”), hereby submits the following TLD Startup Information (as defined in the TMCH Requirements) for the .Health top level domain (the “TLD”). This document establishes the various phases of Registry Operator’s launch plan for the TLD, any eligibility requirements applicable to prospective registrants for each phase, and certain Registry Operator policies relating thereto (collectively, the “Launch Plan”). Capitalized terms not defined herein have the meanings ascribed to them in the TMCH Requirements.

II. INTEGRATION TESTING:

As Registry Operator’s designated registry services provider previously successfully completed Integration Testing with the TMCH Sunrise and Claims Operator, the TMCH Sunrise and Claims Operator has waived the Integration Testing requirement for the TLD. Registry Operator will not accept a Claims Registration from any registrar that is not listed by ICANN or the TMCH Sunrise and Claims Operator as having completed Integration Testing. All TLD Registrars must accept the Terms of Service governing the Sunrise and Claims Services and comply with the Functional Specifications in implementing the same.

III. LAUNCH PLAN POLICIES:

The following policies and procedures have been adopted by Registry Operator specifically in connection with the Launch Plan (the “Launch Policies”) and are in addition to all other policies and procedures that have been and/or will be adopted by Registry Operator in accordance with its Registry Agreement with ICANN (the “Registry Agreement”) and the Registry-Registrar Agreement between Registry Operator and each registrar authorized to offer registration services for domain names in the TLD (each, a “TLD Registrar”, and such agreement, the “RRA”):

- Sunrise Dispute Resolution Policy (as set forth below)
- The TMCH Requirements (including the Terms of Service governing the Sunrise Services and Claims Services)
- The Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) adopted by ICANN and posted at the following URL: <https://www.icann.org/resources/pages/pddrp-2014-01-09-en>; and
- The Uniform Rapid Suspension system (URS) adopted by ICANN and posted at the following URL: <https://www.icann.org/resources/pages/urs-2014-01-09-en>

IV. QUALIFIED LAUNCH PROGRAM:

Registry Operator will implement a Qualified Launch Program (as defined in and pursuant to the Qualified Launch Program Addendum to the TMCH Requirements) for existing members of the health and wellness industry selected by Registry Operator for participation in the QLP phase of its “HealthSetter Program” in order to promote the TLD (each, a “QLP Participant”). Each QLP Participant will be offered the opportunity to register one or more domain names in the TLD that further the goal of the HealthSetter Program, subject to Sunrise List related restrictions as specified in the TMCH Requirements (each, a “QLP Domain”). The Claims Services will apply to all QLP Domains except those registered by a QLP Participant who is a Sunrise-Eligible Rights Holder with a valid SMD file for a label that matches such QLP Domain. The Sunrise Dispute Resolution Process will apply to all QLP Domains.

Qualified Launch Program Commencement Date: Upon ICANN approval of Registry Operator’s TLD Startup Information

Qualified Launch Program End Date: July 7, 2017

V. SUNRISE:

A. General Terms:

Registry Operator will offer a sixty (60) day Sunrise Period during which prospective registrants that have a valid Signed Mark Data file (generated by the Trademark Clearinghouse prior to the Sunrise Commencement Date) for a Trademark Record that meets the Sunrise Eligibility Criteria (as defined below) and who meet and comply with all other Sunrise Program Requirements (as defined below) (each, a “Qualified Applicant”), have the opportunity to register an available domain name in the TLD that exactly matches such Trademark Record prior to the General Availability phase (as defined below) on an End-Date Sunrise basis, meaning that prospective registrants will submit applications for Sunrise Registrations during the Sunrise Period, but requested domain names will not actually be registered until after the end of the Sunrise Period. If there are multiple Qualified Applicants for a particular domain name, each such Qualified Applicant that remains interested in registering such domain name will be required to participate in an auction conducted by Registry Operator or a third party auction provider selected by Registry Operator after the end of the Sunrise Period in which the winning Qualified Applicant (based on auction rules and procedures to be established and posted as a modification to the Launch Plan) will be awarded the right to register the domain name (each, a “Sunrise Auction”). Domain names that have been blocked or reserved by or registered or self-allocated to Registry Operator as required or permitted under the Registry Agreement (“Reserved Domains”) will not be available as part of Sunrise. The start and end dates for the Sunrise Period will be as set forth below (respectively, the “Sunrise Commencement Date”, and the “Sunrise End Date”).

Sunrise Commencement Date: May 8, 2017

Sunrise End Date: July 7, 2017

B. Sunrise Eligibility Criteria:

Eligibility to participate in Sunrise will be limited to holders of trademark registrations that meet all of the following criteria (the “Sunrise Eligibility Criteria”) in addition to the general terms set forth above and those prescribed by the TMCH Requirements (collectively, the “Sunrise Program Requirements”):

- The trademark registration was issued and in full force and effect on or before September 1, 2016.

C. Sunrise Dispute Resolution Policy:

Registry Operator hereby adopts the following Sunrise Dispute Resolution Policy (the “SDRP”) as a mechanism for resolving third party disputes relating to domain name registrations in the TLD issued pursuant to the Sunrise phase of Registry Operator’s Launch Plan or otherwise deemed a “Sunrise Registration” pursuant to the TMCH Requirements (each, a “Sunrise Registration”) or the denial of an attempt to obtain a Sunrise Registration, and to establish a process and rules governing the same. The SDRP will be administered by the Forum (“Forum”) on behalf of Registry Operator. All TLD Registrars must incorporate this SDRP into their Registration Agreements (as defined in the RRA).

1. Purpose: This SDRP describes the process and standards that will be applied to resolve challenges alleging that Registry Operator permitted or declined to permit a Sunrise Registration in violation of the Sunrise Program Requirements. This SDRP will not be applied to Reserved Domains.

2. Applicable Disputes: A Sunrise Registration or the denial of a prospective Sunrise Registration will be subject to an administrative proceeding upon Forum’s receipt of a complaint submitted by an aggrieved party (a “Complainant”) in accordance with this SDRP alleging that such registration or denial was improper under one or more of the following criteria (an “SDRP Complaint”):

(a) Improper Sunrise Registration-Trademarks: An SDRP Complaint submitted pursuant to this paragraph must show by reasonable evidence that a Sunrise Registration does not comply with the Sunrise Program Requirements by proving one or more of the following elements:

(i) at the time the challenged domain name (the “Challenged Domain”) was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or a trademark that had been court-validated or protected by statute or treaty that is currently in effect and that was in effect on or before June 26, 2008;

(ii) the Challenged Domain is not identical to the mark on which the registrant based its Sunrise Registration (excluding the “.health” portion of the Challenged Domain);

(iii) the trademark registration on which the registrant based its Sunrise Registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty currently in effect and that was in effect on or before June 26, 2008; or

(iv) the trademark registration on which the registrant based its Sunrise Registration did not issue on or before the date required in the Sunrise Eligibility Criteria.

(b) Improper Denial of attempted Sunrise Registration: An SDRP Complaint submitted pursuant to this paragraph must show by clear and convincing evidence that Registry Operator failed to register a domain name that was applied for by a Complainant in compliance with all Sunrise Program Requirements and despite the Complainant's compliance with the Registration Agreement, the applicable TLD Registrar's compliance with the RRA, and compliance by Complainant and such TLD Registrar with all other applicable Launch Policies and other terms, conditions and policies governing the TLD.

(c) SDRP Complaint Deadline: An SDRP Complaint may be filed against a Sunrise Registration or with respect to the denial of a Sunrise Registration within thirty (30) days of the registration date for the Sunrise Registration or the date of denial of a denied Sunrise Registration (as applicable) (the "SDRP Complaint Deadline"). Any claim or challenge with respect to a Sunrise Registration or the denial of a Sunrise Registration not brought in accordance with this SDRP and by the SDRP Complaint Deadline will be deemed waived in its entirety. No SDRP Complaint submitted after the SDRP Complaint Deadline will be considered.

3. Evidence and Defenses:

(a) Evidence: In reviewing each SDRP Complaint and making a decision with respect thereto, Forum panelists (each, a "Panelist") will review applicable portions of the Sunrise Program Requirements, which are required to be submitted with each SDRP Complaint.

(b) Defenses: A respondent to an SDRP Complaint may produce evidence to show that, although the Sunrise Registration in question was granted based on submission of the wrong documents, or documents containing an error, true and correct evidence existed at the time the Sunrise Registration was applied for that would have resulted in Registry Operator's grant of a valid Sunrise Registration had it been submitted.

4. Remedies: The remedies available to a Complainant for a proceeding under this SDRP are limited to:

(a) Improper Sunrise Registration: With respect to SDRP Complaints submitted pursuant to Section 2(a) above, if a Panelist finds that the Sunrise Registration that was the subject of such SDRP Complaint did not comply with the Sunrise Program Requirements and that the

Complainant has proven one or more of the elements required pursuant to Section 2(a) above, the sole remedy for the Complainant will be cancellation of such Sunrise Registration and return of the Challenged Domain to its status immediately prior to the issuance of such Sunrise Registration. Prevailing on an SDRP Complaint does not give the Complainant any right to acquire the invalidated Sunrise Registration or otherwise register the Challenged Domain. Any prevailing Complainant that wishes to register a Challenged Domain after the challenged Sunrise Registration has been canceled and the domain has been restored to its previous status must follow all procedures and comply with all policies applicable to the then current phase of the Launch Plan governing such domain name.

(b) Improper Denial of Sunrise Registration: With respect to SDRP Complaints submitted pursuant to Section 2(b) above, if prior to the commencement of General Availability a Panelist finds that a Complainant has proven that Registry Operator denied registration of a domain name that was applied for by such Complainant in compliance with all Sunrise Program Requirements and despite the Complainant's compliance with the Registration Agreement, the applicable TLD Registrar's compliance with the RRA, and compliance by Complainant and such TLD Registrar with all other applicable Launch Policies and other terms, conditions and policies governing the TLD, the sole remedy for the Complainant will be that Complainant may resubmit its application as if the Sunrise Period had not ended, but only if the domain name is available for registration as of the date of resubmission. Such resubmission must follow all procedures and comply with all policies applicable to the Sunrise phase of the Launch Plan even though the Sunrise Period will have ended.

5. Procedure:

(a) Dispute Resolution Provider / Selection of Procedure: SDRP Complaints must be submitted directly to Forum. Forum will administer the proceeding and select a qualified and eligible Panelist to review and make a decision on such SDRP Complaint. Forum has established a set of rules entitled "Rules for Forum's Sunrise Dispute Resolution Policy" (as the same may be amended from time to time, the "Forum Rules"), setting forth a fee schedule and other technical and process requirements for handling an SDRP Complaint. All proceedings under this SDRP will be conducted according to this SDRP and the applicable Forum Rules. The current version of the Forum Rules in effect for the TLD as of the date of this submission is available for review as a separate attachment included with this submission.

(b) Registry Operator's or Registrar's Involvement: Neither Registry Operator nor any Registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither Registry Operator nor any Registrar is or will be liable as a result of any decisions rendered by any Panelist. Any domain name that is the subject of an SDRP Complaint will be locked against transfer to another domain name holder or another registrar during the course of a proceeding (either directly by Registry Operator or by the Registrar). In the case of an SDRP Complaint submitted pursuant to Section 2(b) above, Registry Operator will prevent other parties from registering the domain name at issue until a decision is reached. The contact details of the

holder of a Challenged Domain will be as shown in the Registrar's publicly available WHOIS database record for the relevant registrant. Registry Operator and the applicable Registrar will comply with all Panelist decisions and make all appropriate changes (if any) to the status of any domain name registration that is the subject of any such decision in their WHOIS databases.

(c) Parties: The registrant of a Challenged Domain will be notified promptly by Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the SDRP Complaint or show other cause why the remedy requested in the SDRP Complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof will be on the Complainant. No default or other failure of the registrant of a Challenged Domain will constitute an admission to any allegation of an SDRP Complaint. Promptly upon the Panelist making a decision regarding an SDRP Complaint, Forum will notify all named parties in the SDRP Complaint, the applicable Registrar, and Registry Operator of such decision.

(d) Decisions: The Panelist may state the basis on which a decision regarding an SDRP Complaint is made in summary format and may include such commentary or guidance as the Panelist deems appropriate. The decision will state whether (i) a Sunrise Registration is to be cancelled or the resubmission of an application for a denied Sunrise Registration is warranted (as applicable), or (ii) the status quo should be maintained. Decisions made under this SDRP will be publicly published by Forum on its website.

(e) Implementation of a Lock and the Decision: If a Panelist's decision requires a change to the status of a registered domain name, Registry Operator or the relevant Registrar will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to Registry Operator (with a copy to Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) establishing that such registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received by Registry Operator, no further action will be taken until Registry Operator receives (i) evidence satisfactory to Registry Operator of an agreed resolution between the parties; (ii) evidence satisfactory to Registry Operator that the registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

(f) Representations and Warranties: All parties to a dispute under this SDRP are deemed to represent and warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, information and belief, and will remain subject to all representations and warranties made in the course of submitting an application or registration request for a disputed domain name.

6. Maintaining the Status Quo: During a proceeding under the SDRP, the domain name that is the subject of the relevant SDRP Complaint will be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless: All parties to a dispute under this SDRP shall hold the Registrar, Registry Operator, Forum, and the relevant Panelist harmless from all claims arising out of or relating to this SDRP and/or their administration and/or implementation thereof (including the Forum Rules). Neither party to any such dispute may name the Registrar, Registry Operator, Forum, or any Panelist as a party or otherwise include the Registrar, Registry Operator, Forum, or any Panelist in any judicial proceeding relating to the dispute and/or the administration and/or implementation of the SDRP (including the Rules). The parties shall indemnify, defend and hold harmless the Registrar, Registry Operator, Forum, the relevant Panelist and all of their respective owners, officers, director, managers, employees, contractors, agents and service providers (“Related Persons”) from and against all claims arising from the administration and/or implementation of the SDRP (including the Rules, and including the conduct or result of any proceeding pursuant hereto or thereto). Neither the Registrar, Registry Operator, Forum, nor any Panelist, nor any of their respective Related Persons will be liable to any party to a dispute under this SDRP for any act or omission in connection with any administrative proceeding under this SDRP or the Rules. Each Complainant will be directly and solely liable to the registrant of a Challenged Domain in the event the SDRP Complaint is granted in circumstances where such registrant is lawfully entitled to registration and use of the Challenged Domain.

8. Relation to Other Dispute Resolution Policies: This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension System (“URS”) and all applicable charter, nexus, and/or eligibility dispute policies that may be adopted by ICANN or Registry Operator from time to time.

9. Effect on Other Proceedings: The administrative proceeding under the SDRP will not prevent either party from submitting a dispute concerning a Challenged Domain to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

10. SDRP Modifications: Registry Operator reserves the right to modify, amend, or replace this SDRP at any time and from time to time. Such modifications, amendments and/or replacements will be posted on Registry Operator’s website at least thirty (30) calendar days before they become effective, provided that no such modification, amendment or replacement will apply to any SDRP Complaint submitted prior to the effective date thereof. It is the obligation of all registrants and other parties to stay up to date on the most recent version of this SDRP by checking Registry Operator’s website.

VI. LIMITED REGISTRATION PERIOD:

Registry Operator will implement a Limited Registration Period for bona fide members of the health and wellness industry as determined by Registry Operator in its sole discretion, which may

be referred to by Registry Operator as the .Health Industry Access Period, and which will take place between the Sunrise and General Availability phases of the Launch Plan. Registration tokens will be distributed by Registry Operator to those prospective registrants that qualify for participation in the Limited Registration Period (each, a “Qualified LRP Participant”), which tokens will enable Qualified LRP Participants to register domain names in the TLD during the Limited Registration Period on a first-come first-served basis. The Claims Services will apply to all domain names registered during the Limited Registration Period. The Limited Registration Period will take place during the following timeframe:

Limited Registration Period Commencement Date: July 20, 2017

Limited Registration Period End Date: November 30, 2017

VII. GENERAL AVAILABILITY:

Upon completion of the Qualified Launch Program, Sunrise and Limited Registration Period, Registry Operator will launch the general availability phase of its Launch Plan, during which prospective registrants will be permitted to apply for and register domain names in the TLD on a first-come, first-served basis, subject to compliance with all applicable Launch Policies and all other policies, procedures, terms and conditions adopted by Registry Operator and/or that otherwise govern the TLD, and provided that such domain names are (i) not Reserved Domains, (ii) available for registration, and (iii) not the subject of a pending SDRP Complaint (“General Availability”). General Availability will commence on December 5th, 2017.

VIII. CLAIMS SERVICES:

Claims Services will be provided during the period commencing on the Claims Period Commencement Date and ending on the Claims Period End Date, each as set forth below (the “Claims Period”), provided that Registry Operator reserves the right to extend its Claims Period upon compliance with any notice and/or approval requirements set forth in the TMCH Requirements or otherwise mandated by ICANN:

Claims Period Commencement Date: Dec 5, 2017

Claims Period End Date: May 8, 2018

IX. FEES:

Domain names in the TLD registered prior to General Availability may be subject to an application and/or other fee in addition to the registration fee. The amount of all such fees will be stated in a separate fee policy to be adopted by Registry Operator prior to commencement of any applicable phase of the Launch Plan.

X. AMENDMENT:

Registry Operator reserves the right to modify, amend, or replace this Launch Plan at any time and from time to time in its sole discretion. Unless another time period and/or method of notice is required or permitted under the TMCH Requirements, by ICANN (pursuant to the Registry Agreement or otherwise), and/or pursuant to the RRA (with respect to policies and procedures affecting registrars), such modifications, amendments, and replacements will be effective thirty (30) days following the date the same are posted on Registry Operator's website, provided that no such modification, amendment or replacement affecting the SDRP will apply to any SDRP Complaint submitted prior to the effective date thereof. All such modifications, amendments and replacements will be binding on all affected persons and entities, including, without limitation, registrants, registrars, and ICANN.