

Sunrise Registration Policy

Dot-Irish LLC (the "Registry") will offer a Sunrise Period as a rights protection mechanism for qualifying mark holders before registration is made available to the general public. This Sunrise Period is designated as an "End-Date" Sunrise structure. This Sunrise Registration Policy (the "Policy") which should be read in conjunction with other Registry Policies, is also incorporated by reference into the Registry-Registrar Agreement and Registrar-Registrant Agreements associated with Domain Names registered in the .Irish TLD ("TLD") during the Sunrise Period.

1. Sunrise Registration Period. The Sunrise Period will commence at 16:00 hours UTC, March 17, 2015 and will end at 16:00 hours UTC, May 16, 2015. During the Sunrise Period, only those holders of SMD Files obtained through registration with the Trademark Clearinghouse will be authorized to submit Sunrise applications. Successful Sunrise registrations will be allocated in the TLD after the Sunrise Period concludes. All Sunrise Applications will be subject to the terms and conditions set forth herein, along with such other terms and conditions that may be found in applicable Registry policies, the Registry Agreement with ICANN, the Registry-Registrar Agreement with qualifying Registrars and the Registrant Agreement with registrants.

2. Application Process Overview. The following process applies to Sunrise applications:

- a) SMD Files submitted with Sunrise applications are validated by the Registry (or an agent designated by Registry to conduct validations of Sunrise applications). Sunrise applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry.
- b) Domain names for which a valid Sunrise application has been received that (1) meet the Sunrise Registration eligibility criteria described herein and (2) were submitted in accordance with Registry policies, ICANN Requirements, and the Registry-Registrar Agreement, will be allocated to the applicant following the close of the Sunrise Period.
- c) If more than one Sunrise application for the same Domain Name Character String meet the eligibility criteria described herein, the Sunrise applications will be submitted to an auction provider designated by the Registry and the Domain Name will be awarded in accordance with applicable auction rules and procedures.
- d) Domain Names awarded to successful Sunrise applicants at auction will be allocated by the Registry following the conclusion of such auction and those Domain Names shall be subject to the terms of the Sunrise Registration registrant agreement.

3. Sunrise Application Fee and Domain Name Registration Fee Payments.

- a) An Application Fee will not be charged for Domain Names applied for in the Sunrise Period.
- b) Domain Name Registration Fee. Successful Sunrise Applicants must pay the designated Domain Name Registration Fee before allocation of the applied-for Domain Name to the applicant. In this regard, the Registry has designated certain Domain Names as 'Premium' Domain Names and have priced those Domain Names accordingly. Designated Premium Domain Names may also be held by the Registry on its Reserved Domain Names List. All Domain Names that have not been designated as 'Premium' Domain Names or are not held

on the Registry's Reserved Domain Names List are deemed non-premium or normal domain names. Sunrise applicants applying for a Domain Name that has been designated a 'Premium' Domain Name or which is being held on the Registry's Reserved Domains List must pay the appropriate Registration Fee for the applied-for Domain Name as may be fixed by the Registry.

- c) Domain Name Renewals. The renewal price for Domain Names registered during the Sunrise Period will be set by the applicable Registrar sponsoring the Domain Name at the time of renewal.

4. Auctions. If more than one Applicant submits a valid Sunrise application for the same Domain Name, the Registry will notify the applicable Registrar(s) at the end of the Sunrise Period. The prevailing Applicant for the Domain Name will be determined at an auction hosted by an auction provider of the Registry's choice ("Auction Provider"). The auction process will be governed by the terms and conditions published by the Auction Provider and available on the Registry Website ("Auction Rules"). Registration Fees for 'Premium' Domain Names and Reserved Domain Names as set by the Registry shall be deemed the 'minimum bid' for Domain Names subject to auctions hereunder. Domain Names awarded to successful Sunrise applicants at auction will be allocated by the Registry, typically within seven (7) days of notification from the Auction Provider that the auction has concluded and the appropriate Registration Fees have been paid.

5. Limitations on Transfer of 'Premium' Domain Names. In accordance with the terms of the Sunrise Registration registrant agreement, Domain Names registered in the Sunrise Period which the Registry has deemed to be 'Premium' Domain Names or which may be on the Reserved Domain Names List at the time of registration may not be transferred by the Registrant to any party (including any natural person, company, organization, subsidiary or affiliate company of the Registrant) during the initial registration term except in those instances where such Domain Name(s) are included as part of a sale or acquisition of all or substantially all of the business or other operations of the Registrant. The Registry reserves the right to require the Registrant to produce such documentation of the sale or acquisition transaction which evidences compliance with this condition to transfer.

6. Processing Sunrise Registrations. The Registry or its Registry Service Provider will not process a Sunrise Application unless the Registry has: (a) validated the SMD File with the TMCH, and (b) received, or has, in its discretion, reasonable assurance of payment from the Registrar of applicable fees, notably the registration fee.

7. TMCH, SMD Files, and Domain Name Character String Requirements. Sunrise Applications may only be submitted by a Registrar sponsoring the Sunrise applicant and must include an SMD File corresponding to the Domain Name Character String.

8. Eligible Applicants. Each applicant must meet the qualifications specified by ICANN requirements and detailed in the TMCH guidelines, as amended from time to time.

9. SMD File Requirements. The applicant must submit a valid SMD File along with its Sunrise application.

10. Registration. The Registry will create a Domain Name registration and allocate the Domain Name to the Applicant if:

- a) The Domain Name meets the requirements set forth in the TLD's General Registration Policy;
- b) The Domain Name and the information contained in the Registrar's request meet the requirements in the Registry-Registrar Agreement;
- c) The applicant is eligible to register the applied-for Domain Name;
- d) The Domain Name is available;
- e) The designated Registration Fee has been paid to the sponsoring Registrar; and
- f) The sponsoring Registrar is in good standing with the Registry.

11. Sunrise Applicant Notification. Notification to Sunrise applicants will be as follows:

- a) At the end of the Sunrise Period, the Registry will notify Registrars who sponsored a Sunrise application of applicable Sunrise Registration allocations.
- b) In the event two or more Sunrise applications are received for the same Domain Name, the Registry will notify the Registrar(s) who sponsored such Sunrise applications and advise them of the impending auction for the Domain Name.
- c) Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.
- d) At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise applications will receive a message informing which Sunrise application prevailed in the auction and was allocated the Domain Name and which application lost in the auction.

The Registry will notify the Trademark Clearinghouse of successful Sunrise applications once the corresponding Sunrise Registration has been made. The Registry may also publish all or any portion of a pending Sunrise Application online (e.g., via Whois).

12. The Registry's Rights regarding Sunrise Applications and Registrations: The Registry reserves the right, in its sole discretion, to deny, cancel, modify or transfer any Domain Name registration or transaction, or place any Domain Name(s) or other transactions on Registry lock, hold or similar status (a) to protect the integrity and stability of the Registry's systems; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, ICANN Policies or Registry Policies, or any dispute resolution process; (c) during the resolution of a dispute; (d) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (e) in respect of the Registry only, for violations of the Registry-Registrar agreement between the applicable Registrar and the Registry (for example, non-payment of fees) including, without limitation, any exhibits, attachments, or schedules thereto; (f) to correct mistakes made by the Registry in connection with a Domain Name registration; (g) following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy, (h) to require that any Sunrise applicant filing a dispute or other action contesting the Registry's Sunrise Registration or Sunrise Dispute Policy deposit with the Registry a minimum of \$20,000 but not more than \$50,000 to cover all costs incurred by the Registry in the event the Sunrise applicant is not successful in receiving a decision awarding the relief sought in such dispute or contest action; or (i) as otherwise provided for by the applicant's or Registrant's Registrant Agreement. Furthermore, the Registry reserves the right at any time, to verify (j) the truth, accuracy, and completeness of any information provided by the Registrant to the Registry, whether

directly, through a Registrar or otherwise; and (xi) the compliance by the Registrant with the applicable Registry Policies. Registrants agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available documentation as the Registry may reasonably require in order to complete the verification.