AGENDA ITEM **August 20, 2018**

Consider, possibly approve and authorize the County Judge to execute a US Locality Domain Name Registration Terms and Conditions Agreement between Jefferson County and usTDL Administrator-NeuStar, Inc. for the County ".tx.us" domains.

RECEIVED AUG - 6 2018

July 31, 2018

Hon. Jeff Branick
Jefferson County
1149 Pearl St Fl 4
Beaumont TX 77701-3638

Dear Judge Branick,

We were informed just last week that the company hosting our TAC CIRA-provided websites and email, Texas Regional Host Master, was acquired by Nuestar, a company with whom we have not done business. We believe that the new company will be able to provide the service we and you expect. However, they are requiring every user to complete forms to transfer the service whether or not you receive services from TAC CIRA. Initially, they required this transfer by the end of August. We secured an extension until the first of October. If you miss this deadline, it is entirely possible that your website and email will simply stop working. It may still appear on your device, but it will not respond. We are very sorry for this inconvenience. It was a surprise to us, too.

Last week, an email was sent from TAC CIRA regarding the re-delegation of ".tx.us" domains from Texas Regional Host Master to Neustar. Because Neustar is now the official registrar for these domains, they need updated contact information and a new agreement from all localities (counties) using a ".tx.us" domain.

An email was sent from Neustar on July 16, 2018 that details the change of domain registrar for the '.us' domains. If your county uses a ".tx.us" domain, and you wish to retain ownership, your county must complete two separate forms: (1) the registrant agreement and (2) the domain name contact form. **If your county does not use a ".tx.us" domain, no action is necessary.**

There are two parts to the process:

1. **Registrant Agreement**
   United States Top Level Domain (usTLD) Locality Registrant Agreement.
   A new agreement must be signed. Send an email TODAY with the name and email address of an authorized representative for your county who is able to sign the Equi-sign eSignature platform to the following email address: dotus@support.neustar

   If you prefer to sign a paper agreement please contact **Neustar at (844) 677-2878** (press 1, then press 2 and then press 2).

2. **Domain Name Contact Form**
   The first field, "List of Registered Name(s)" to create/update data, should reflect the domain that your county uses. For example, "co.coke.tx.us".

This form **must** include the county's contact information under "registrant" and "administrative" contact. If you are unsure of what information to include here, please reach out to your IT or website provider.

These must be completed before October 1, 2018, to keep your domain active.

There is no cost associated with the ownership of a ".tx.us" domain. The process of completing the agreement and domain name contact form is independent of your email or website services. If you currently obtain service for website or email through TAC CIRA, that process remains the same. The information and agreement needed by Neustar are strictly for their records, to maintain ownership by the county and to keep the domain active.

Please act as soon as possible and thank you for your valued partnership with TAC. If you need any assistance, don't hesitate to contact TAC CIRA by email at support@cira.state.tx.us or call (800) 456-5974.

Thank you,

Gene Terry
Executive Director

usTLD LOCALITY DOMAIN NAME CONTACT FORM

Please use this form to create and/or update contacts or nameservers for your .US Locality domain name(s). Once completed, please contact .US Customer Support at dotus@support.neustar for information and next steps to complete the process.

List of Registered Name(s) to create/update data:

co.jefferson.tx.us	

☐ *Check here if the Registrant information should be used for all Contact data.*

REGISTRANT:	**ADMINISTRATIVE: (If different than Registrant)**
Full Name: Jeff Branick	Full Name:
Organization: Jefferson County	Organization:
Address 1: 1149 Pearl St	Address 1:
Address 2: 4th Floor	Address 2:
City: Beaumont	City:
State: TX	State:
Zip Code: 77701	Zip Code:
Country: US	Country: US
Phone Number: 409-835-8466	Phone Number:
Email: jbranick@co.jefferson.tx.us	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21

TECHNICAL: (If different than Registrant)	**BILLING: (If different than Registrant)**
Full Name: Jeff Ross	Full Name:
Organization: Jefferson County	Organization:
Address 1: 1149 Pearl St	Address 1:
Address 2: 6th Floor	Address 2:
City: Beaumont	City:
State: TX	State:
Zip Code: 77701	Zip Code:
Country: US	Country: US
Phone Number: 409-835-8447	Phone Number:
Email: ross@co.jefferson.tx.us	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21

DOMAIN MANAGER: (If different than Registrant)	NAMESERVERS: (Two authoritative nameservers are mandatory)
Full Name:	Hostname 1: ns1.biz.rr.com
Organization:	IP Address 1: 24.30.200.19
Address 1:	Hostname 2: ns2.biz.rr.com
Address 2:	IP Address 2: 24.30.201.19
City:	
State:	
Zip Code:	
Country: US	
Phone Number:	
Email:	
Nexus Code: P5, C21	

*** Please note that Country code and Nexus data is mandatory and unavailable to be updated per policies for the registration of .US Locality domain names.*

.US

.US Locality Domain Name Registration
Terms and Conditions

1. **Introduction**. This .US Locality Domain Name Registration Terms and Conditions document (the "Terms & Conditions"), sets forth the terms and conditions governing Registrant's use the registered .us locality domain name(s) set forth on Exhibit A from NeuStar, Inc., acting in its capacity as the usTLD Administrator. Any acceptance of Registrant's application or requests for Service and the performance of usTLD Administrator's Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.

2. **Term**. The term of this Agreement shall commence on the Effective Date and shall expire on the date in which the usTLD Administrator has no further obligation to render .US Top Level Domain ("**TLD**") administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein (the "**Term**").

3. **Definitions**.

   a. "Registered Name" refers to the domain name(s) within the domain of the usTLD set forth in Exhibit A, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database.

   b. "Registrant" refers to the holder of a domain name in the usTLD locality space.

   c. "Service" means services provided by the usTLD Administrator in connection with the locality space of the usTLD under these Terms & Conditions.

   d. "usTLD" means the .us country code top-level domain.

   e. "usTLD Administrator" means NeuStar, Inc.

   f. "usTLD Database" means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.

4. **The Service**. usTLD Administrator shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.

5. **Transfers of Delegations**. Registrant may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to abide by the terms and conditions of this Agreement. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at usTLD Administrator's option. Registrant agrees not to resell the Registered Name without the usTLD Administrator's prior express written consent.

6. **Termination.**

a. Termination by Registrant. Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to usTLD Administrator for any or no reason.

b. Termination by usTLD Administrator. usTLD Administrator may terminate this Agreement at any time upon written notice in the event any of the following occurs:

i. Registrant willfully or negligently (i) provides usTLD Administrator inaccurate or unreliable information or (ii) fails to promptly update information provided to usTLD Administrator pursuant to this Agreement;

ii. Registrant fails to abide by the Nexus Requirements set forth in Section 8 of this Agreement; or

iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 6(b)(i) or 6(b)(ii) and fails to cure such breach within ten (10) days of receipt of notice from usTLD Administrator.

iv. Registrant sublicenses or sub-delegates the use of its locality domains to a third party. Registrant agrees that actions are those of a Delegated Manager which is governed under the terms and conditions of the .US Delegated Manager agreement located on the usTLD Administrator's website at: http://www.about.us/policies/delegated-managers.

c. Effect of Termination. Upon termination or discontinuance of this Agreement for any reason, usTLD Administrator may delete the Registrant's Domain Name, in accordance with usTLD Administrator's then-current policies and procedures.

7. **Name Servers.** You agree to maintain a minimum of two operational name servers for the specified domain name.

8. **.US Policy Requirements.** Registrant shall comply with the following policies adopted by the usTLD Administrator as listed at http://www.about.us/policies:

a. usTLD Dispute Resolution Policy and Rules

b. The usTLD Nexus Requirements

c. Nexus Dispute Policy and Rules)

d. Those policies in RFC 1480 applicable to .us domain name registrants, currently located at https://tools.ietf.org/html/rfc1480 as supplemented by the rules and procedures on the official .US web site at http://www.about.us , which may be amended from time to time; and

e. Registration Review Policy .

9. **DOC/USTLD Administrator Requirements.** The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of the United States Department of Commerce

("DoC")-mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

10. **Accuracy of Information**. Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) usTLD Administrator will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.

11. **USTLD Administrator' s Discl osure Of Certain Information / WHOIS**. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database known as the "WHOIS Database," currently located at http://www.whois.us. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

12. **Use of Data**. Government Use of Data. Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 12, "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

13. **Privacy**. Subject to the provisions in Section 11 and 12 above, all data or information collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Policy (http://www.neustar.us/us-privacy-statement-v-2/). This policy is available, as modified from time-to-time at www.neustar.us.

14. **Exclusive Remedy**. REGISTRANT AGREES THAT USTLD ADMINISTRATOR'S ENTIRE LIABILITY, AND REGISTRANT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL USTLD ADMINISTRATOR, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF USTLD ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN USTLD ADMINISTRATOR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. usTLD Administrator and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under usTLD Administrator's control; (4) loss or liability resulting

from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or usTLD Administrator's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, usTLD Administrator's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of usTLD Administrator's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under usTLD Administrator or usTLD Administrator's agent's sole control.

15. **Registrant Representations**. The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 8 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (vi) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.

16. **Registry Disclaimer of Warranties**. REGISTRANT AGREES THAT THE USE OF THE SERVICE OR USTLD ADMINISTRATOR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. USTLD ADMINISTRATOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER usTLD ADMINISTRATOR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES USTLD ADMINISTRATOR OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

17. **Indemnity**.

    a. Registrant shall indemnify, defend and hold harmless usTLD Administrator. and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and

against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

b. Registrant agrees to release, indemnify, defend and hold harmless usTLD Administrator, (including in usTLD Administrator's capacities as the usTLD Administrator or as an usTLD Administrator for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of usTLD Administrator's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of usTLD Administrator's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to usTLD Administrator, including, without limitation, any misrepresentation in its application, if applicable. When usTLD Administrator is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify usTLD Administrator. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. usTLD Administrator shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of usTLD Administrator's choice at its own expense. usTLD Administrator shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall have sole responsibility to defend usTLD Administrator against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

18. **Modification to the Terms and Conditions**. Except as otherwise provided in these Terms & Conditions, Registrant agrees that usTLD Administrator may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on usTLD Administrator's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review usTLD Administrator's Web sites, including the current version of these Terms & Conditions available on usTLD Administrator's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying usTLD Administrator. Notice of termination will be effective on receipt and processing by usTLD Administrator. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.

19. **Agents**. Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using

Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

20. **Reservation of Rights**. usTLD Administrator and usTLD Administrator reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or usTLD Administrator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or usTLD Administrator in connection with a domain name registration. usTLD Administrator and usTLD Administrator also reserve the right to freeze a domain name during resolution of a dispute.

21. **Notices and Announcements**. Registrant authorizes usTLD Administrator to notify Registrant, as usTLD Administrator's customer, of information that usTLD Administrator deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.

22. **Severability**. Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.

23. **Governing Law**. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

24. **Waiver**. No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of usTLD Administrator. The remedies of usTLD Administrator under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other

party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

25. **Entire Agreement**. Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and usTLD Administrator regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

.US Locality Space Registrant

Signature: _____
Print Name: _____
Title: _____
Name of Company (if applicable): _____
Date: _____

usTLD Administrator –
NeuStar, Inc.

Signature: _____
Print Name: _____
Title: _____
Date: _____