

July 31, 2018

Hon. Rick Lewis
Montague County
PO Box 475
Montague TX 76251-0475



Dear Judge Lewis,

We were informed just last week that the company hosting our 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. 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 the Texas Association of Counties County Information Resources Agency (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 "co.county.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.

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.

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 us. 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,

A handwritten signature in black ink, appearing to read "Gene Terry". The signature is fluid and cursive, with the first name "Gene" and last name "Terry" clearly distinguishable.

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.montague.tx.us	

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

REGISTRANT:	ADMINISTRATIVE: (If different than Registrant)
Full Name: Rick Lewis	Full Name:
Organization: Montague County	Organization:
Address 1: 11339 Hwy 59	Address 1:
Address 2:	Address 2:
City: Montague	City:
State: Texas	State:
Zip Code: 76251	Zip Code:
Country: US	Country: US
Phone Number: 940-894-2401	Phone Number:
Email: co.judge@co.montague.tx.us	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21

TECHNICAL: (If different than Registrant)	BILLING: (If different than Registrant)
Full Name: TAC CIRA Manager	Full Name:
Organization: <small>Texas Association of Counties County Information Resources Agency</small>	Organization:
Address 1: P O Box 2131	Address 1:
Address 2:	Address 2:
City: Austin	City:
State: Texas	State:
Zip Code: 78768-2131	Zip Code:
Country: US	Country: US
Phone Number: 800-456-5974	Phone Number:
Email: support@cira.state.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: TAC CIRA Manager	Hostname 1: ns1.cira.state.tx.us
Organization: Texas Association of Counties County Information Resources Agency	IP Address 1: 208.94.148.2
Address 1: P O Box 2131	Hostname 2: ns2.cira.state.tx.us.
Address 2:	IP Address 2: 208.80.124.2
City: Austin	Hostname 3: ns3.cira.state.tx.us
State: TX	IP Address 3: 208.80.126.2
Zip Code: 78768-2131	Hostname 4: ns4.cira.state.tx.us.
Country: US	IP Address 4: 208.80.125.2
Phone Number: 800-456-5974	Hostname 5: ns5.cira.state.tx.us.
Email: support@cira.state.tx.us	Ip Address 5: 208.80.127.2
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 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.

("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 Disclosure 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

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

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:


Rick Lewis
Country Juggs
Missouri Corp
13 August 2018


usTLD Administrator – NeuStar, Inc.

Signature:

Print Name:

Title:

Date:


Heather Hoffert
VP Finance
Aug 20, 2018