
BETH BACON: [inaudible]. Jim Galvin sent regrets. He's got a conflict, so he's not able to be on. He did, from our side, promise edits to the technical section of the draft DPA language. He has those. He just hasn't put them into the document yet. So he's working on that. But I feel—

DAVID PAYNE: Hi, Beth. This is David from Afiliis.

BETH BACON: [inaudible]

DAVID PAYNE: Yeah. We do have more edits. He suggested a few, but we're trying to do a more thorough review since this is an opportunity to improve that section. So we'll get that to you probably next week.

BETH BACON: Okay, great. Considering that there's still more edits coming on that, and also we had a really nice conversation—I think we made some progress last week—I'm going to suggest that we focus on looking at the chart again. You guys sent over the version that you have been working from—the October 2019 revision—and I will say that and a couple other folks on this side went through and took a first pass at filling that Roles column in again. So I'm happy to share that. I dropped it into a Google Doc just so we could edit and look at it. I think that maybe we go

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through that to start because, honestly, I think the language in the DPA is easier than the chart. The chart will feed into that agreement.

Does that sound reasonable to everyone? Does anyone else have anything that they felt like discussing first or in addition to what we have? There's [inaudible] listed on the agenda. We have those items. Did we miss anything? I'm ruining our order, but certainly we're just [doing it].

Russ, your hand is up.

RUSS WEINSTEIN:

Hey, Beth. I thought where we were having really good discussion—maybe I'm mixing it up—is on the controllership memo. That was the really helpful discussion. So I'm wondering if we should pick that up and maybe, as necessary, look at the chart and see how that informs that discussion. You think that would work? I think talking about the agreements at this stage still feels premature because it still seems like we're not aligned on what the various relationships are. So it's hard to [inaudible] the agreement without clarity on that.

BETH BACON:

That makes sense to me. I apologize if I sound lackluster right now. I'm fighting a cold and I feel like I'm just fading gently. So it's not a lack of enthusiasm for this conversation. I think that what will facilitate ... We made some comments into the chart on the roles, on the joint controllership. We can open it up. I'm not suggesting we go through item by item but more talk broad strokes about the joint controllership

and how the role and individual processing steps contribute to that. So my vision is that it's a continuation of, Russ, the discussion that you were talking about, but just looking at having that as a visual.

Does that make sense? Is that fine? Because I agree we made good progress there.

Yes? No? That's an old hand?

RUSS WEINSTEIN:

Yeah. Thanks, Beth. Yeah, that works. I was struggling with our mute button.

BETH BACON:

Technology is so hard. So I'm going to drop into the comments the Google Doc, and it's ... that's not how you do that. There we go. It's set up just so folks can view. I'll open it after we talk. That way we can just be looking at the same thing. Thanks, Sue.

You'll see in yellow I made a big note there. I think this is to take the Chair's prerogative and kick us off. Then I'll open it up. We took an overall view of this when we were thinking about our discussion last week about the joint controller relationship. I think that one fundamental thing that we need to either, I guess, agree or disagree on or find a way towards is that—what I think we sort of agreed on the last call on—we do envision this as an overall joint controllership situation but understanding that, in the various processing steps, you may not have a joint controllership [inaudible]. You may be a processor. You may

be an independent controller. You may be a joint controller. All three parties may not be the same in every single processing step.

But, cumulatively, the general complexity in the relationship equals out to a joint controllership. So I think that is something to frame ... That's why we changed ... You can see that note at the top of the chart. Then we also have changes to the factual entity role. In our previous versions, we had overall role and then factual role. There was Column D, but Column D is empty now. So we just changed this.

I think that, when we've been talking about this and ... I know ICANN, you guys, from your question, you were particularly concerned with, if there's a breach or something, what's the flow? What are the responsibilities? I think that this discrete chart of the factual role really helps guide what would be the entity's factual role and therefore noting what you would not in case of perhaps a data breach or something like that.

Also, I think this highlights the fact that, because our roles are so intertwined and so complex, having a joint controller relationship and a joint controller remit makes the most simple and clean approach because then we can have one joint controller agreement and put this on as an addendum so you can see that, yes, we're joint controllers but not for everything.

But, if we were to perhaps try and break this out into agreements where we were having agreements between registrars and ICANN as a processor, and registrars and registries as joint controllers, on each different processing step, it would be—I don't know if you guys are

familiar with this technical terms – bananas. We can't have that many, and we know that ICANN ... For your sanity as well, you want to be able to be able to sign on agreement with some [changes], which is what we've discussed.

I will stop talking now, but that's what we were thinking as I went through. Again, this is myself and a couple of other folks who took a look. You'll see that I put my initials and I made things different colors where I've made changes. These are just comments and thoughts. We're not married to anything. Let's talk about it. I will be quiet now. Does anyone have any feelings?

Russ?

RUSS WEINSTEIN:

Hey, Beth. Thank for walking us through the thinking there. I think that was a good intro to help us all acclimate to at least where you guys are coming from as we read through the factual role.

Could you help articulate what you envision for the agreements? You're saying one joint controllership agreement, one per contracted party, one per registry and all other registrars? This is where we were talking about it last time. Just help us understand what you guys envision.

BETH BACON:

Sure. The actual operationalizing of all this is where the rubber meets a road: it gets a little sticky. When we think about a joint controller agreement, that's just what we call the addendum that we've been drafting. So that would just attach to the registry agreement and the RA

and the RAA. Some things, as we've noted before, where it's a jurisdictional concern and we are going through the terms that we had drafted out, highlighting where certain things are ... Model of the registry and registrar (business model), where jurisdiction might come into play, where people might need a tweak or you might need model contractual clauses as opposed to relying on an adequacy mechanism where those things would impact the language. There might be some areas where there's flexibility and slight changes depending on the party that's signing.

But we do think that one joint controller agreement with this addendum really provides a lot of clarity into what processing items we're talking about, what data is involved. It will show to a DPA that we did take due diligence and we made our best effort approach (honestly, that's the bar that we need to see) and did the best we could. So, if we did make a mistake or they do have an issue or are like, "We don't agree that this is right," it's so clear that they can go in and say, "We don't think this is right. You need to be this and you need to be this." I think that really helps all of us and greatly reduces our risk profile here.

So, yeah, I think that it would be, in my mind—again, there's other people on this call (thank you all for joining) who have thoughts and feelings-- ... I think the cleanest way to do it from ICANN's side, as well as the contracted parties', is to get as standard a agreement as we can in the consensus policy, saying—we had this language previously; I think it's shelved for the moment – "Contracted parties will enter agreements substantially similar to those found in Appendix (Whatever)," and it would show the standard terms of the JCA that would be an addendum to the contract. Then we can make any slight changes with regards to

jurisdiction or business model in an actual agreement. So it would be one agreement on each registry RA and RAA.

Did I explain that [well]?

RUSS WEINSTEIN: Thanks, Beth. So it's a two-party agreement: ICANN and the contracted party/registry or registrar.

BETH BACON: I would think so. I see Reg's hand. So, yes. There are some things [inaudible].

RUSS WEINSTEIN: [inaudible]

BETH BACON: Sorry, Russ?

RUSS WEINSTEIN: So there's registry or registrar and ICANN, which makes a two-party agreement, right?

BETH BACON: Mm-hmm.

RUSS WEINSTEIN: But each of them are joint controller agreements, and then the addendum, which is the spreadsheet or something like it, references how a registrar or registry and ICANN all play in this space together? Is that the model?

BETH BACON: I think so. That sounds correct to me. I see Reg's hand up. I know a couple other people had discussed this previously with might have comments as well. But that sounds right to me. Reg?

REG LEVY: Thank you. I was just going to say, yeah, I think that's the easiest way of doing this for everybody involved. There's going to be the fewest number of agreements for ICANN to have to deal with. Also, it allows us to basically negotiate just this one thing.

UNDINE VON DIEMAR: This is Undine. Just a question of clarification. I think, Beth, you explained that you start on the assumption that there is, because it's [inaudible] [complex], there is joint controllership between ICANN and the contracted parties unless you determine that there is a controller-processor relationships, as, for example, you apparently have done for the first processing activity here in the column, which says "Collection of gTLD registration data for domain name registration." You say the registrar is a processor here, actually right?

Just so I understand, you say, on one hand, there is joint controllership and you want to have an agreement that sets out the rules for that, and,

on the other hand, there are, you say, occasions where there is a controller to process a relationship, which will mean that there needs to be a data processing agreement, actually, right? So how should that be tackled? Is that something you would like to include in that sort of bigger agreement that sets out the joint controllership relationship plus data processing terms? Or what is the plan for that?

BETH BACON:

I'll dive in, since you asked me, and then, if everyone wants to put their hand in and weigh in as well, I will stop talking so you guys don't have to listen to me.

I think that's a great question. We were looking at this as ... sorry. Sue, can you just scroll up to the first, so it's first ... well, one done. Sorry. [Formed by the SO]. So, yeah, we did put "processor" here. Again, this is the factual role. We look at the data processing terms, which is essentially what would be ... We'll just change the title to a joint controller agreement, or we can call it "terms," but it's still a joint controller agreement because that's what it outlines, essentially. I think it's very easy to put into there. Also, we have some language in there already, noting that, for certain items, for certain processing tasks, as you can see in the addendum, different parties are a processor or controller or joint controller. We can easily, I think, insert into that agreement what we see as the responsibilities of a processor, a controller, or a joint controller. I don't think that's a huge hurdle.

Does that make sense? Does anyone else want to raise their hand and have comments?

UNIDENTIFIED FEMALE: Matthew has got his hand up.

BETH BACON: Matt?

MATTHEW CROSSMAN: Hey, everyone. I think I agree with Beth. I think we should all strive towards, to the greatest extent possible, having this captured in one agreement. So we may need to be creative and think about how we cover both the scenarios where the parties are joint controllers and properly allocating the responsibility there but also trying to capture, again, some of these situations where it is a controller-processor relationship so that we don't get into a situation where we have to be entering into additional separate agreements for those specific processing activities. I think that adds a whole additional layer of complexity in terms of execution. If we can avoid that and try to do our best to capture this in one agreement, I think that's going to be best for everyone involved. And just make sure that we've done the work in the agreement to carve out and properly describe the responsibilities where roles may differ.

BETH BACON: Thanks, Matt. Maybe I call you Undine? Dr. Von Diemar is [inaudible]

UNDINE VON DIEMAR: [PPC] Undine. I'm sorry.

BETH BACON: [inaudible]. Does that help you, or do you just want to digest that?

UNDINE VON DIEMAR: I still have to digest that. I mentioned already, I think, during our last call, that I have a certain difficulty in understanding the determination here, especially when the registrar is actually collecting registration data for domain name registration. So it's hard for me to understand that. It's also a little bit, I guess, deviating from what I understood to be the previous position of the contracted parties. I thought that there was perhaps a difference in opinion when we were talking about joint controllership, but I thought it was the understanding that the registrar, especially in this regard, [in the] collection of registration data is acting as a controller. So also I have to digest and understand what has triggered that change also.

BETH BACON: That's totally understandable. The reason there's a BB there is because I went through and did a bunch of this, again, in consultation, just so we'd have something to talk about. This is not necessarily the final word of contracted parties. I do apologize that I just have it now. Simply, life got a little crazy and a little bit busy and we weren't able to all coordinate. But I did want to have something as a base to discuss.

Russ, did you have your hand up?

RUSS WEINSTEIN: You're answering that question for us no. Thanks, Beth. It was going to be about how uniform or consensus-driven is this perspective. That'll help us to understand, is this the feeling of the majority or at least amongst your group that's been working on this? That sort of thing.

BETH BACON: Yeah. I would be pleased to have folks chime in. I'll just let people [inaudible].

Also, alternately, again, it's unfortunate we've been super busy. I don't know if you guys heard, but Cancun is remote now. So we've been shuffling and making changes to our schedules. Personally, I've been a little bit underwater, so I do apologize that this is lobbed into not just ICANN but also the CPH group. So, if we do want to digest this and think about it for next time, that's fine. If we just want to have a discussion with regards to how we come to the joint controller and independent controller-processor views, that's fine as well. That would be a productive pivot.

As an alternative, you can all sit silently and let me stew.

UNIDENTIFIED FEMALE: Where are we on the agenda? Are we still in this? Because it [inaudible].

BETH BACON: Yeah, that's my question. This was meant to be a discussion area just so we could talk about our previous conversation of how we came to joint controller.

UNIDENTIFIED FEMALE: I think it's still clear to me that that's something to be discussed, but Undine is saying, it sounds like, she needs to go back and think about it for a moment. It generally seems like the conversation is happening between the contracted parties and Undine. If that is an incorrect assumption, ICANN is welcome to jump in.

BETH BACON: I think it's perfectly understandable, as we were just doing this. We were just talking a little about that first role. But, if we do want to talk a little bit more, we had the discussion last week about how ICANN understands we come to the identification of the role: [again, by means] and processing. Then we also had some comments on that.

Is that something that ICANN and Undine would like to continue talking about. Or do you want to digest this and move on perhaps to look at terms? Or we could say it's been a good day and we can try and, on this call, find another time that would work for everyone and we could come back and talk about it again?

UNDINE VON DIEMAR: I defer, of course, to ICANN, but for me, it would be helpful to understand the thought process behind ... Even if we do it for the first processing activity only. Just to understand the reasoning behind why

the registrar is a processor, why are registries and ICANN org joint controllers, and what is the reason why the [resellers], again, are processors. So it's just to get some basic understanding because, from our perspective, which has been laid down in the memo, it's hard to get there. Therefore, I think it would be, at least for me, helpful to understand the steps you went through in your analysis to get to that result.

BETH BACON: Thanks, Undine.

RUSS WEINSTEIN: This is Russ. I'm all for you guys continuing to explain your thinking here. I think it's helpful for us to listen. I think Undine just said the same thing. Let's keep going.

BETH BACON: I think I'm just going to start from the top again. What we have is that the contracted parties believe that, if you look at even how it's laid out in the memo—determining means and processing— the ways that we determine means and processing within ICANN, the community, and for our agreements are so intertwined that, in our eyes, a joint controllership would make sense. And a joint controllership, also from an operational perspective, is much easier and cleaner to actually implement through the contracts.

So we do think, again, it's joint controllership overall, but we do absolutely also see that not everyone has the same role in the steps.

But, just because you have different roles in the steps, that doesn't mean that overall you're not joint controllers. I think it is consistent with what the EPDP put in their report and all their discussions as well.

So I think that's the cleanest that I can explain it. I don't know if anyone else wants to chime in. I think also maybe it would be helpful if we don't want to discuss it, if we just put it writing, if that would be an easier way to digest it. That way, it would also give us some time to move back. Then you can be very comfortable with the fact that it's this CPH's small group's actual view and consensus. [inaudible].

UNIDINE VON DIEMAR:

I understand where you're coming from: in a sense to say it's too complex and argument and this is why it's joint controllership. I have my difficulty with that. I think we [inaudible] out the arguments [on] why we have difficulties here.

But what I don't understand is saying this is joint controllership and then we break out certain processing activities from the joint controllership where the parties are controllers and processors.

But, still, overall they are joint controllers. In my view, it's fine to say there are certain processing activities. We have to look at the distinct processing activities and then determine whether the parties are actually controllers or controllers [of] processors or joint controllers. We have to look at the whole chain and each processing activity, from my point of view, separately. So what's required is to look at each distinct processing activity.

So I'm wondering. Maybe I'm also misunderstanding you. Are you saying overall there's joint controllership? And we need to apply the rules. But, below the joint controllership, there could be a controller-processor relationship. Or are you saying there are certain processing activities and here the parties are joint controllers, and XYZ [(others) are] processing activities? Then here on the other side, there are processing activities where the parties are controllers and processors?

BETH BACON: Thanks, Undine. I see two hands. Sam, were you first? Or Reg? I wasn't looking. Whoever was first can go first.

SAM DEMETRIOU: I'm not sure if I was first, but my point is very brief, so I'm just going to lob it in here. Undine, based on what you said about needing to go through each individual processing item and have an open and frank conversation about what the role of each party is and then come back to this question of what should the overarching structure be, maybe the best use of this one hour left that we have together is to go through the matrix. The contracted party side can explain the conclusions we reached, and you guys can let us know what your viewpoint is on that.

Are you guys thinking that that might be a better way to use our time? I just want to try to push us forward a little bit here. Sorry, I didn't mean to jump ahead of you, Reg.

BETH BACON: Reg, you want to go ahead?

REG LEVY:

Sure. To that point, it is the case that the contracted parties went through this matrix and looked at every single processing activity and made a determination and, based on that, said, "Looks like joint controllership to me." So it has been done, and I'm happy to do it. I had thought that this was what we were all going to do many, many months ago. So I'm happy to do that with Undine on the call.

I will say, though, going back to the point that was made last time, that each of us has probably already done this. We went through and looked at it and said, "Why do we process certain pieces of information?" Where the information is processed, based on business need for my company, then obviously, when we process it for that need, we are the controllers for that piece of information and for that processing. But, when ICANN steps in and says, "Now that you've collected this information, we also want you to process it for this," then that turns ICANN into a controller because that's a separate form of processing. Anything that gets sent that gets done because of what ICANN says is only done because of what ICANN says. It's not the case that, just because we already have the data, it means that we are necessarily controllers, if we're doing something with the data only because of a contract that we have with ICANN.

Now I will turn it over to Matthew.

MATTHEW CROSSMAN:

Hey. I just wanted to agree with Sam. Undine, I think we've put this joint controller agreement idea out there as our working assumption, but we

do want to go through step by step and walk you through our thinking on each of these processing activities so that you can understand how we've arrived at that ultimate conclusion. But, if it's distracting but we're getting hung up disagreeing about the conclusion, I think we can table that. Let's do what Sam suggested and walk through each of these processing steps and help you understand the rationale and how we arrived at our determination. I think, once we've done all of that, we can then maybe have that discussion about what the ultimate conclusion is and how we capture all of that and what form of agreement we capture that in.

Does that make sense?

BETH BACON:

Thanks, guys. I think that all sounds really good and make sense.

Russ, I see your hand is up also.

RUSS WEINSTEIN:

Just to agree with Sam and Matt, and probably everyone on the call now at this point. So, yeah, please walk us through the thinking. Let's not get too hung up on conclusion. ICANN's side will be good listeners. We'll probably ask questions for understanding, and then we'll have to take it back and really do some deep thinking about it. Maybe we can have a better discussion following it. I think it's good for you guys to give us your perspective. Thanks.

BETH BACON: All right. Thank you, guys. [My go-team]. So let's just dive in, friends. So—I'm sorry. This is difficult because it feels tiny to me. Can we just start with ... Is this the top? Is this the first one? Okay, yeah. So [4]. So let's ignore our overall note. We did change this to factual. That's what we're talking about. This is what we think the role is. Registrar we have [as] processor. And then ... Should I share my screen so I can walk through? Then we don't have to [tell] that way and, Sue, you don't have to scroll every three seconds. Is that fine with everyone? If you can give me one second to figure out how to work Zoom because it's complicated [inaudible]

UNIDENTIFIED FEMALE: [Yeah].

BETH BACON: Darn Zoom. Okay.

UNIDENTIFIED FEMALE: You may need to be made a host in order to do so.

BETH BACON: No, I can share. I just wanted to make sure I'm sharing the correct screen. Let's all stop Skyping me while I do that, huh?

All right. Can you guys see my screen?

UNIDENTIFIED FEMALE: Yeah.

BETH BACON: I'm scrolling aggressively right now. You can see it? Okay. So this one we changed to factual up here just because that's the conversation we're having and it sounds like we're all onboard with having that conversations.

We did have a question and we put a note here in Cell 5 and 6, but it goes to all of it. We do think that this one previously had these broken out, but these feel like separate processing activities and we think they should probably be broken out. Some of them are broken out later in the chart. The collection of registration for domain name registration and then the offering of domain name reseller services and offering privacy and proxy services are three separate processing activities. So we do think those should be broken out.

But what we focused on in this one was the actual collection of gTLD registration data for domain name registration. As Reg pointed out, I think on the last call, we had processor going here. And I did look back at previous versions and we did have that previously for a registrar and then joint controller for ICANN. For the registry, the thinking there is that ICANN, as the overall party that has agreements with both parties and is directing us to either provide certain technical requirements or compliance requirements, which then filters down to a registry so that we can maintain a database that's appropriate and meets those criteria, we then pass on through the registry and registrar agreement to the

registrar and direct them as to what data to collect and then send us. So that's why we broke out joint controller.

I thought I just saw a comment come in, but I honestly don't know how to get to it. Was there a chat – okay. No, I can see the chat. Sorry.

RUSS WEINSTEIN:

Beth, this is Russ. At the top, you talked about the three activities being broken out. So, if I understand correctly, then this is the activity of collecting the registration data, regardless of, I guess, the vector the registrar uses? So it's agnostic to whether it came from a reseller, a privacy/proxy provider, or directly from a customer?

BETH BACON:

Yeah, I think that's correct. On Sam's comment—I finally figured out how to open the chat while I'm sharing my screen, which you can probably now see in the middle of my screen; I apologize, guys—yeah, it's not pedantic, Sam. I think that you and Russ are correct. The actual purpose is to [effect] the domain name registration. If you look at the EPDP Phase 1 report, it's a very clear processing activity they noted there and it's got a purpose all its own. So I do think that they should be broken out.

Does that make sense to folks?

SAM DEMETRIOU:

Beth, I agree. I think, to your point, as much as possible, we should be sticking very closely to the Phase 1 recommendations and the purposes

that are laid out there because that's what this ultimately end product is designed to align with. So I definitely agree with your point on that.

BETH BACON:

Thank you very much. I can't see people's hands at this point, so, if you have a question or comment, please, like Sam and Russ, just shout.

Are we okay to move on? I assume we're just going to move on, digest, discuss, and take notes. Or do we want to discuss this one further? I'm fine with either approach.

RUSS WEINSTEIN:

I'm just wondering if we should maybe use comments or something to capture the action item here, which I think is to be clear that this is the collection of registration data by a registrar, agnostic of where it came from, I guess.

BETH BACON:

All right. So we'll break these out.

RUSS WEINSTEN:

It sounded like they were broken out later, and I don't think we have to—

BETH BACON: [inaudible]. So I just was wondering why are they bulked here. I just think it's really confusing. So we should make sure they're somewhere else and then delete them from here.

UNDINE VON DEIMAR: Can I ask a quick question?

BETH BACON: Of course.

UNDINE VON DIEMAR: What would be the decisive difference between the registry and the registrar in the sense that I think you were explaining that the registrar is basically a processor from your point of view because, in its collection of the registration data, it basically follows what ICANN and the registrar have agreed to in the agreement, in the RAA? Right? Is that correct? That is basically the reasoning, if I understand, why the registrar should be processor? I'm wondering why the registry is then a controller, although it probably, with regard to the activities that we are talking about, also, from your logic, follows what is stipulated in its agreement with ICANN.

BETH BACON: Thanks, Undine. The reason that we actually have joint controller here is simply in my mind mostly because it mirrors what the EPDP had discussed. We're trying to be true to that because that is true consensus policy and it was agreed to. I think that we discussed at length in the

EPDP what the roles were because we were trying to determine the purposes. So we did stick with joint controller.

I think, in the end, with the EPDP, the outcome was that registrars have that direct relationship with the data subject, and they are collecting it only because a registry tells them to. A registry is telling them because we have agreements with ICANN and we need to fulfill the requirements of the agreement with ICANN. So, while it's a hair's breadth of a distinction, it's that direction bilateral agreement with the registry and ICANN org that made the EPDP think of this as a joint controller agreement. The registrars are processors simply because they are one step removed and they have the relationship with the data subject. In that operation, it's a registry-registrar agreement and not an ICANN org-registrar agreement.

Does that clarify at all? Please, folks, chime in if I'm remembering or explaining the EPDP process incorrectly because it's been a long time and we've had lots of conversations.

UNDINE VON DEIMAR: So would that mean the registrar, with regard to that processing activity, be a processor of the registry?

BETH BACON: Yeah. That's kind of the only way you can look at it at this point.

Sorry. Sam is – remember, I can't see hands.

SAM DEMETRIOU:

Sorry, Beth, I forgot you can't see hands. It was a new hand but it was just to expand a little bit on what you were saying about the policy under the EPDP versus, I guess you would say, the current situation right now before the EPDP policy takes effect.

So, if we were looking at today and the way things have been up until now, then I think, yes, you would argue that the registry in many cases is similarly a processor to registrars because they're collecting data, albeit not directly from the data subject but through the registrar, at the behest of ICANN, at ICANN's control. ICANN is determining the purpose for collecting that data and the means for collecting it.

Under the EPDP policy, the registry is no longer obligated to collect all personal data, which is the data that we care about in this context from the registrar. That, I think, is what is turning into a controller: it's the terms, conditions, and policies of the registry operator itself that are determining that the registry needs to receive that data from the registrar.

So that, I think, is why the registries ... And I should caveat this by saying those registries that do receive registration data. Going forward, that may not be every registry, but those that do would then become a controller along with ICANN – joint controller or whatever. I want wade into that because I know that's a bit of a sensitive topic.

UNDINE VON DEIMAR:

Okay. That's helpful. Thank you.

BETH BACON: Do we want to digest and move to another one, or we want to continue? Because we just threw a lot at you, I know, and it's difficult when we're just talking and talking and talking.

UNDINE VON DEIMAR: I'm still struggling to understand. When you say it's ICANN that is determining the purposes and the means almost through a chain, while the registry and then the registrar collect the data from the data subject. In my world, it was the registrar having this contractual relationship with the registrant. It's having its own purpose in collecting the data to effect the domain name registration. So it collects data to fulfill that agreement with the registrant. So it's hard for me to combine both aspects here because it seems a little bit as if you would completely put aside the fact that the registrar, of course, has its own purpose in collecting the data. It seems like ICANN would almost be like the big controlling entity being there and would even be the one taking the data from the individual registrant, although from the perspective also from the registrant, it's dealing with the registrar. It's giving the data to the registrar on the basis on the contract that it's having. So I wonder how we can [seal] that with your view.

Actually, there is an own purpose of the registrars in collecting the data from the registrants.

SAM DEMETRIOU: Undine, I will ask any of our registrar colleagues to jump in if I'm speaking totally out of turn or if I sound like a crazy person, but I think the point here is that, when you're just talking about the action of

effecting a domain name registration, at least theoretically a registrar doesn't have to collect all of the personal data elements that it collects in fulfillment of its contract with ICANN. In theory, from just a purely technical perspective, I think you could effectuate a domain registration with really just an e-mail address and a credit card number. That could be sufficient for a registrar to provide that service to a customer.

Now, obviously, there's going to be registrars who require more information to run their business, but I think, when we're talking about ICANN policy and the stuff that then becomes a universal requirement for all ICANN-accredited registrars, that's where we're coming in with this idea that ICANN is determining the purpose of collecting this data.

But I'm going to let Reg bail me out here.

REG LEVY:

That's absolutely correct. We, as I said and I will keep saying, took a look at every piece of data that collect and created what we call internally "fingerprints," so that, when a request for data deletion comes in, we can identify a fingerprint without exposing the personal data and then delete everything associated with that fingerprint. I'm giving you that background so that what follows makes sense.

The fingerprint is made up of a combination of the e-mail address and the reseller. That's what makes it unique. So if rlevy@tu cows.com buys a domain from—I forget. GoDaddy actually is a reseller in one of its things. So through GoDaddy, from Tucows. That creates a finger print. Then, if rlevy@tu cows.com buyers another domain name from Hover,

which is yet another of Tucows' resellers, our system treats them as two different entities.

We do potentially collect payment data in certain circumstances, but, to be honest, most of that gets collected by the reseller and not by use. When we do collect payment data, it goes through a payment processor, so they're the ones collecting the data, which means, in some cases, we may or may not have the last four of a credit card number that we can provide to, for example, law enforcement, if they want. But we don't actually collect that data for any purpose other than processing the data for our payment processor, and it's deleted after a certain, very short period of time.

The reason that we collect street, city, phone number, fax number, and even first and last name is only because we're required to do so via our ICANN contract. We also collect nameserver information, and that is in fact very necessary to creating a domain name. But the name and all of that is really not. So the collection of it is either because ICANN is requiring it for .com, which I'm using because I'm picking on Sam and also because it is historically a thin registry, or I'm collecting it because of ICANN and because of Minds + Machines that wants me to collect the first and last name and jurisdiction and—fuck, what's the [inaudible]—bar number for every lawyer so they can buy a .law. Then I submit that to the registry and then I hang onto it.

So, just for my personal purposes—personal by which I mean corporate; for my personal corporate purposes—I don't need almost any of the WHOIS data. So the only reason I collect it is because I'm told to, which makes me a processor.

UNDINE VON DEIMAR: Perhaps also the question of, if I can make that distinction between just the data that are strictly, I guess, technically and under very limited view, commercially necessary to effect a domain name registration and then the other data, like the, as you said, the broader set of WHOIS data, which I think are unnecessary for many very legitimate reasons [inaudible] as you all know, public interest reason, ensure that there's access to data if needed.

I'm struggling a little bit that it's possible to make that distinction because it should be part of the whole package. So, if I register a domain, the fact that I have to submit data also for WHOIS purposes is, in my view, part of the domain name registration package because, if I would probably just restrict it to my name and e-mail address and some credit card information and I would completely leave WHOIS out of scope or I wouldn't even have WHOIS, I wonder if the Internet in the long run could be working.

REG LEVY: I see that Beth had her hand up, but I just want to briefly respond to that. I think that WHOIS originally functioned as a means of contacting and identifying who owns a domain name. The e-mail address is absolutely sufficient for that because that's how we contact all of our customers. We never send them mail. I don't know what I would do if my registrar actually sent me physical mail. I would probably assume that it was spam, especially because that is a commonly known way of

forcing people to accidentally reregister their domain names at a different registrar.

So the fact that it is collected for a contract that I, the registrar, have with a third party (ICANN) does not mean that it's contractually necessary to the contract that I, the registrar, that I have with the registrant because I've made my own determinations on a corporate level about what I require to collect in order to form a complete and cohesive contract with the registrant.

BETH BACON:

Reg, I think that's super helpful. Undine, indeed, we're tossing a lot of you. I do also want to draw the attention, because as we've explained in this little bit, that you can see this full picture of what really collection of gTLD registration data means. I think you're getting to a core issue that the EPDP struggled with. The EPDP now has identified what is called the aggregate minimum data set, and that is the minimum data set that the EPDP was able to agree is needed to, in most cases—again, we have some registries that are thin and some that are thick ... But it's the core set of data that the EPDP and our contracts with ICANN govern.

Some of that is a product of history. The WHOIS was there mostly so network operators could understand who had what domain name when there were ten network operators and they all knew each other. It became a core part of the Internet, that you would be able to know who owned what domain name and it was public. Clearly, technology and the way that the Internet has grown has outpaced that particular service, and we need to respect people's privacy.

So what we did is we focused on that aggregate minimum data set. That's what we're talking about through this whole process. And, yes, some of it is technically required, but then there's other parts that are only required because—and they're only required by the registry—they're only required in the ICANN contract. How they got into the ICANN contract, one way or another, if it's historical, if it's a policy development process, whether it's out of the very first base agreement that we agreed to, that's where it lives and that's the genesis of it at this point. So that's the foundation of a lot of our thinking.

I hope that that picture that Sam and Reg and Matt and I are painting at this point is helpful when you're in context when you're thinking about what our reasoning is as we walk through these. Again, I completely understand that we are just throwing waves of information at you.

UNDINE VON DEIMAR:

That's very helpful. Just looking at the data processing terms, we use registration data and we use shared personal data, right? If I understand correctly, perhaps registration data is mostly what you referred to as minimum data. Is that correct? Under the data processing terms.

BETH BACON:

Yeah. We put that in there to make it clear. The shared data is basically just data that we've identified as the aggregate minimum data set. Of that suite of data, that's what could be shared between any of the parties at this time or in these processes. So, yes, that's what we refer to as shared personal data. It doesn't necessarily mean that every party has it. It means that that's the suite that we have.

UNDINE VON DEIMAR: I see.

BETH BACON: Matt actually drafted that part, so, Matt, please yell at me if I just ruined your explanation.

MATTHEW CROSSMAN: I think that's spot on. I think that's right. I think we're really trying to capture a defined set of data: this aggregate minimum data set that is subject to this agreement. And everything else that the parties may collect for their own purposes would be outside of this agreement.

BETH BACON: Yeah. Not seeing any hands so I'm just going to hop in. Guys, be proud of me because I figured out how to open the chat and the hands. It's a big moment for me.

SAM DEMETRIOU: I'm proud. I'm proud and impressed.

BETH BACON: Thanks, Sam. Sam knows it's a low bar, so I really appreciate that. I think, Undine, I don't want to put you on the spot. If you are comfortable, would you share with us, barring any of the discussion we just had, when you first looked at this, what would you have assigned

the role? I think that that would be helpful to us just so we can understand where you were coming from and perhaps where our thinking is either the same or not meshing quite. But, if you're not comfortable or prepared to do that, I know that I'm putting you on the spot, so please don't feel required.

UNDINE VON DEIMAR:

I could give you my preliminary opinion on that. That is that I would probably assign to the registrar the role of an independent controller. Similarly, I would deem the registry to be an independent controller.

I would have to understand better what ICANN's role is here, but, to me, at this point, when we're talking about collection of registration data, offering domain name reseller services, and offering privacy and proxy registration service, I wonder how ICANN is actually involved in all these activities, apart from having contracts at a contractual level, "You should collect certain data." I don't really see how ICANN would determine the means here or be involved on, as you said, factual level. That makes it hard for me to assign a role here to ICANN for that specific processing activity.

BETH BACON:

Okay. Thank you so much. I think that's helpful. My hand is the only one up, so I'm going to go. I think that's helpful to understand where you're coming from and how you're analyzing this.

My question is that, while ICANN doesn't necessarily collect the data—they're not taking the action to collect the data—when we look at the

means and purpose, the means and purpose of the registries are very intertwined with ICANN.

ICANN [is] established, and I understand that you don't necessary want to say, "Well, there's a contract, so that's joint controllership." I understand that. But, in this case, it's not just that there's a contract. It's that these are developed and implemented through this agreement. If we didn't have these requirements in the agreement, it's very likely that, for this action, the registry and registrar wouldn't do it this way in means or purpose. Well, purposes – I think it's to effect a domain name registration. So the means may be different. By "means," I mean perhaps we wouldn't publicize. Perhaps we wouldn't collect exactly the same data set. We understand that, for technical reasons and just sanity and security and stability of the Internet, you would want some standardization and you need it. We get that. That's why we bind ICANN. That's why it's important as a process and a role. That's where we see that it's so enmeshed that ICANN would be there as a controller as well, or joint controller.

So I think that's helpful for us to identify those moments where we're looking at this differently. I don't think we need to iron this out on this call, but I do think it's important for us to understand those different diverging opinions.

I'm going to open to the floor. Does anybody else have any comments right now?

SAM DEMETRIOU: Beth, just to add that one of the biggest things that the EPDP did in Phase 1 was establish what the ICANN purposes for processing this data was. That was essentially the whole point.

So I understand that it's a little bit of a weird chicken and egg thing about the direction of where this stuff came out of because we were dealing with a legacy issue, but the fact of the matter is there is ICANN as this body that sets policy that registries and registrars, in order to be a generic top-level domain registry or in order to be an ICANN-accredited registrar and sell domains in those generic top-level domain registries, you have to abide by that policy. So that's where the purposes come from. It comes from ICANN policy. I think that, to me, is the clearest descriptor of why ICANN would be a controller in this situation.

BETH BACON: Reg?

REG LEVY: Thanks. I agree with everything that Sam just said and also what she said in the chat. Part of the issue, I think, from ICANN's perspective might be that contracted parties enter into a contract with ICANN org, but ICANN org doesn't feel that it created the requirements for contracted parties to take action because that was done by the ICANN community. So it's not ICANN org that is the controller but the community that said, "We think WHOIS is an important thing, and that's why we're demanding that you collect a fax number."

That said, the reason that we enter into a contract with ICANN org and not the ICANN community is because the ICANN community doesn't exist as a legal entity. So it is this weird sort of quasi-governmental, odd structure that nevertheless dictates on paper what it is that contracted parties do with certain data.

I also wanted to go back to reiterating that, even if a registry demands that I collect certain minimum data points, if I'm collecting it because of a contract with the registry, that doesn't mean that ICANN can just say, "Oh, hey. You've already got that information. Therefore, you can process it for this purpose as well," because, if it wasn't the case that I was collecting it for the registry, I wouldn't have that information. So I would need to collect specifically in order to fulfill my ICANN contract.

So the having of the data is insufficient, but also, when you say that ICANN doesn't indicate how we're allowed to collect the data, I would only partially agree with that because ICANN Contractual Compliance does in fact audit how we do certain things under the contract. While they may not say, "You must set up a database and you must collect in this manner," they do say, "You have to collect all of this data and you have to hold it in trust so that, whenever we want it, we can have it." That doesn't mean that, because I can collect it via a postcard or via a website, ICANN isn't controlling the means and processing of the data.

BETH BACON:

Thanks, Reg.

Again, we've now just thrown a lot at you. My question here is, would it be helpful to Team ICANN if we were to take some of this and write it

down and share it with you and then have time to digest? Because I do think that we've gone deeply into this, and I think it's a really good conversation. I appreciate the opportunity to have it. I appreciate the engagement, and I think that we are slowly but surely moving somewhere.

Russ or anyone else, do you guys have thoughts? Do you want to continue discussing it on this call? Do you want to move to something else and agree that we can write this down?

RUSS WEINSTEIN:

Hey, Beth. Thanks. I think that's a good idea: to maybe have you guys jot down these rationale points, I guess, that accompany the thinking. I think we can, without totally moving on to something completely different, keep going through the spreadsheet to keep understanding the perspective because there's some other elements that would be interesting to hear. I think, in general, if you're willing to write this stuff down, that would be helpful.

UNDINE VON DIEMAR:

Absolutely. I fully agree. There's often an interesting comment about the reseller and PP services. I guess, just for my understanding, again looking at the contracts, there was certain requirements set out for the [inaudible] the resellers, if I'm not mistaken. So what would be the difference here that makes you think, "Well, in this regard, ICANN doesn't have a role actually. It's not involved"? I mean, I like that idea, but I just want to understand that better.

BETH BACON:

I like that idea, too. The reason that we think that this should be broken out and that the reseller doesn't necessarily have a role is because, in the ICANN environment (ICANN Land), there are agreements between ICANN and registries, and ICANN and registrars, and then registries and registrars. The reseller is essentially a vendor to a registrar. A registrar can create that relationship with any reseller they like. While a registrar—also, registrars, please talk if I blow through this – needs to be accredited by ICANN, which means they have to A) sign the agreement with ICANN and fulfill certain technical and operational requirements, resellers don't have that same rigor applied. They're responsible to the registrar. So, essentially, a registrar and a reseller would have to have their contractual agreement. As a responsible company, I would assume that a registrar would include a data protection addendum to that contract with the reseller. So we think that's where that lives because it then goes from reseller to registrar, registrar to registry, but the bridge is washed out between any sort of registry, ICANN, and reseller connection. It's to the registrar.

UNDINE VON DIEMAR:

That's very helpful. I was just exactly thinking about this chain of processors. When you said it will be going from the reseller to the registrar, from the registrar to the registry, as the controller. Then, again, under the assumption that the registry and ICANN org are actually joint controllers, it seems to me that logically it would also be going to ICANN org because, if they [inaudible] control, then the registrar would be their processor, right? And the reseller would be

perhaps a sub-processor, which then wouldn't work at least in the construct that you were describing for the reseller and the PP services, I guess.

BETH BACON:

I completely understand that, but I think the difference between the evaluation of a reseller-registrar relationship or a registry-registrar-ICANN relationship is that this addendum is only for those agreements. If a registrar as a company wants to take on a third party, they have to make their own evaluation. The way that the agreements are structured with ICANN is it's ICANN with a registry and then ICANN with a registrar and then a registry and a registrar have an agreement. I think that it's a closed circle, and we are evaluating the roles between those three parties for this collective action, whereas a reseller is outside of that circle. But, in the context of this action, all three parties are involved.

Sam, I see your hand is up, too.

SAM DEMETRIOU:

I think the language in the RAA about resellers—a lot of it—circles around or centers around just making sure that the registrar is responsible for making sure that the reseller, to the extent that it uses one, enables it to fulfill its obligations as an ICANN-accredited registrar.

So I almost wonder if what's already in there is sufficient to cover this scenario because, for other aspects, ICANN is sufficient for that to be a flow-down and ICANN doesn't have its own agreement with the resellers. I'm thinking that something similar could apply here.

BETH BACON: Thanks, Sam. Matt, you, too?

MATTHEW CROSSMAN: Yeah. I agree with Beth and Sam. I was just going to add, too, that I think we've anticipated sub-processors in the standard terms that we had sent over, that there will be vendors or other sub-processors that parties may engage outside of this process. There'd still be some requirements in the agreement that we have for when parties engage sub-processors to process shared personal data, but, otherwise, I think we would view these as outside, as Beth and Sam said, of the scope of this agreement.

BETH BACON: Yeah. Thank you, Matt. I think it's 5.7—5.6?—in the draft terms. So that's the flavor of what we're thinking about. Again, we're not married to the terms. It was just a draft.

Something else to think about is that we are thinking about this whole chart, this whole process, in the context of what the scope of the EPDP was, and that was the minimum data set that is controlled by our contracts. Resellers, because they don't have contracts with ICANN or with ... sorry. In the circle of ICANN, it's a vendor kind of relationship. I think that's the basis for why they're excluded and they weren't covered. So there is some language about resellers in the EPDP report but mostly that the evaluation was that the roles need to be established between ICANN, registry, and registrar.

Hopefully that's helpful.

UNDINE VON DIEMAR: Yeah, it helps. Just to be clear, is a reseller a sub-processor of the registrar as a processor in your view? Or are you viewing this as separate and [inaudible] is a registrar controller who's instructing the reseller as its processor?

BETH BACON: Honestly, I'm going to put a registrar—I'm going to put Reg—directly on the spot. I don't engage resellers, so I'm not sure what their agreements look like. So I will just put you right in the fire, under that [bus].

REG LEVY: Totally. We have decided that we are controllers, and registrars are processors, because we are saying, if you want to register domain names through us, we demand that you collect the following data points. Part of that is actually based on the fact that we don't trust a lot of our resellers and we're going to be on the hook anyway because we're the deep pockets.

We do have some smaller brands where do trust the reseller and we say, "We're just the processor. You are doing all of the registration and collection. You're in charge of all that, but we're just holding the database." That is perhaps a true processor agreement.

But, at the end of the day, we are the people with the contract with ICANN and with the expertise in the matter. So we do consider

ourselves to be controllers with regard to data that is collected by our resellers because we demand that they collect it.

UNDINE VON DIEMAR: It's difficult to understand, I guess, from the perspective that, in a sense, that the—please correct me if I'm wrong here —resellers engage in a similar activity, right? You outsource it and then you say, "Then I'm a controller." But, for the same or similar processing activity in relation to the registry and ICANN, you would say, "I'm a processor only."

REG LEVY: If somebody want to register a domain through my system, then I say, "Great. No problem. All you have to do is collect data points A, B, and C." So that's me requiring them to collect data, which makes me a controller.

Now, of some of those data points are only, the only reason I need them is because I need to comply with my contract with ICANN. But the reseller is not a party to that contract. So the reseller doesn't care why I need it. They just know that they need it. So I put it into the contract and I demand that they do it. I don't control the means. But it does get saved on my databases.

So I am a controller with respect to the data points when they are collected by the reseller.

However, with respect to the data points that I don't need for my own database purposes, I'm only the processor because I am only collecting them and I'm only demanding that the reseller collect them because the

registry and/or ICANN have demanded that I collect them. So I'm passing through that responsibility to the reseller. Again, the reseller is not a party to a contract with the registry or with ICANN. So the only reason that the reseller would ever collect the data is because I'm demanding it. And, because I'm demanding it, that makes me the controller, if the only reason that I'm collecting it is because somebody else demanded it, making me the processor because, at the end of the day, I don't think I need this data.

UNDINE VON DIEMAR: Okay. I see.

REG LEVY: I will go back again to my .law example. In that particular case, there is a contractual requirement that goes throughout the entire chain of contracts, from the registry through me (the registrar), to the reseller, and also into the registrant for the collection of certain data points because those are required by policy with the registry. So that is a registry decision. I can't enter into a contract without doing that. It still makes the registry the controller, though.

UNDINE VON DIEMAR: Thank you. That's helpful. I guess that's probably where we differ somewhat. We at this point have not fully understand that differentiation between data that are only required by ICANN to be collected and data that you collect to fulfill your contract. I guess that's something to be considered further.

[REG LEVY]: Is that something that you'd like me to help flesh out? Or do you want to take that back and just [inaudible]?

UNDINE VON DIEMAR: I guess, a couple minutes before, we were already discussing if it's possible to get some thoughts on this in writing. That would be very helpful, I guess. I'm looking to the ICANN side. I defer to you if you think that's helpful.

AMY BIVINS: I'm glad to speak on that. I think some thoughts in writing on that would be really helpful. I think also, either on this call or in writing after this call, it would be really helpful for us if you could, when you were explaining why you reached the results in the spreadsheet document, explain, for example, the difference in the reasoning behind Row ... I can't ... It's very small font. But the one about collection and concluding that the registrars are processors, versus Row 23 about RDDS and why the registrar would be a joint controller there. Just to help us understand better where the line is I think would be really helpful.

BETH BACON: Okay. I think we could probably just take that back. We're going to pull some of this rationale together, and I think we'll try to do it in a short and sweet [inaudible] format because, frankly, it's easier that way. So we can add that to the list of things that we should cover in that written response.

We have about seven minutes left. Do we have any further questions? Do we just want to go through what the to-dos are and try to nail down that we will find the time for our next call? I will note that, because of the fun scheduling shifts due for the cancelling of Cancun, it made sense to cancel the slot that we had for the Cancun week. But I'm happy to find a time outside of that. How do folks on the call feel about that? When do you want to target for our next meeting?

[REG LEVY]: After ICANN67.

BETH BACON: ICANN, do you guys have feelings about that? Do you think you'll be busy that week?

RUSS WEINSTEIN: We might be a little busy.

BETH BACON: I would love to have met in person, but if we're just scheduling another conference call ...

RUSS WEINSTEIN: Yeah. I think it sounds like we talked about the contracted parties' [inaudible] document, the rationale, and whether you put that in the spreadsheet or a separate document. I don't think we have particular preference there.

I don't want to slow down progress, but it's probably not helpful for us to get onto a call again until we've had that document and can digest it a little bit and then ask really informed questions.

I also wonder, now that we're having these really good, substantive conversations—by the way, [inaudible] ... We're asking questions of understanding. We're not totally there yet in terms or alignment with the thinking, but I think these conversations are really productive and helpful for getting us closer and closer to a product. I appreciate the forthcomingness and the patience you guys continue to exert in explaining this to us.

So, like I said, I don't think it's necessarily the best use of time for us to get on a call until we can get that rationale that we can chew on a little bit. I wonder if we're starting to get to the stage where, while I think face-to-face would be great, I think we're in a world where we probably have to learn to work around that. I don't know if we can try to simulate that with maybe elongated sessions – a good 90 minutes but maybe even longer – and build in more like a real-life negotiation, where there's caucus time, where maybe we meet for half-an-hour and talk about something, part ways for 20 minutes or something, and get back on the call. That sort of thing. I don't know. That might help advance this more than just 90 minutes at a time every couple weeks or something.

BETH BACON:

I think that sounds good. 90 minutes is a long time and it's a lot of information to share, so let's move towards bite-size sharing a lot online

and then digesting and then having some bite-sized conversations, as opposed to these full smorgasbords of information. See? I'm using those ICANN food metaphors you like so much.

So perhaps, Sue—and Zoe, I think you're also on – can we send a Doodle to ICANN team and our team and try to identify maybe two 30-minute-to-an-hour slots (probably 30 minutes) the week after ICANN so that we have something on the calendar? That will push us to get the documentation to ICANN so they can, as Russ said, just digest it a little bit. Does that sound okay to you guys?

SUE SCHULER: That's fine. Just a clarification. You want the on different days, I'm assuming.

BETH BACON: Yes.

SUE SCHULER: Okay, thank you.

BETH BACON: Far-apart days, yes. No, so I think maybe if we can get one 30-minute slot early in the week after ICANN and then one later in that week or earlier in the following following week—that's two weeks, in case you didn't know what "following following" week meant—I think that would

be a good cadence because in between we'll be able to go back and forth and refine things and probably have documents to review.

SUE SCHULER: That's fine. Russ, I'll probably send that to your team. You guys mark up what works for you and then I'll take off the things that don't work. It doesn't make sense to send that out [inaudible].

RUSS WEINSTEIN: That sounds good, Sue. I like that approach. Thanks.

SUE SCHULER: Thanks.

RUSS WEINSTEIN: And thanks, Beth.

BETH BACON: All right. Well, ICANN team, I really appreciate you guys taking the time. 90 minutes is a lot of the day. I know you guys have a lot going on, trying to scramble and get things rescheduled and figure out how to spend a delightful week working on east coast time while you're in L.A. Sorry. So I really appreciate that time. I appreciate the openness to discussion because these are complicated and fuzzy. So it's hard to dig through it all. So thanks for being great.

RUSS WEINSTEIN: Thank you guys as well.

UNIDENTIFIED FEMALE: Thank you.

RUSS WEINSTEN: Have a good weekend, everyone.

UNIDENTIFIED FEMALE: [inaudible]

BETH BACON: Have a good weekend, friends. Bye-bye.

[END OF TRANSCRIPTION]