# .cat TLD Registry-Registrar Agreement

This REGISTRY-REGISTRAR AGREEMENT ("Agreement") is by and between:

I. Fundació puntCAT, a Catalan non for profit foundation with legal seat in C./ Aribau 230-240, 7a planta, despatx M, 08006, Barcelona, Catalonia (Spain), hereby represented by Santi Ribera, Fundació puntCAT's CEO, as authorised representative, and;

II. _____,
a _____ with its principal place of business located at _____,represented by Mr./Ms_____, an authorised representative with the authority to bind Registrar by this Agreement, including its Appendices and the other documents incorporated to this Agreement by reference ("Registrar").

## WHEREAS

A. Registry has entered into a gTLD Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") to operate a shared registration system, TLD name servers, and other services ("Registry System") for the top-level domain .cat (".cat TLD");

B. Multiple registrars will provide Internet domain name registration services within the .cat TLD Registry System;

C. Registrar wishes to act as a registrar for second-level domain name registrations in the .cat TLD.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree to the following:

# CLAUSES

## 1. DEFINITIONS

In this Agreement the terms in capital letters shall have the following meaning:

1.1 "Agreement" refers to this Registry-Registrar Agreement, including its Appendices and any other documents incorporated by reference.

1.2 "Code of Conduct" refers to the rules of conduct set forth in Specification 9 of the Registry Agreement.

1.3 "Confidential Information" means all information and materials, including, without limitation, data, know-how, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified in writing as confidential.

1.4 ".cat TLD" means the .cat top level domain.

1.5 "Effective Date" means the date on which the Agreement is executed by both parties.

1.6 "Fees" has the meaning outlined in Section 5.1 of this Agreement.

1.7 "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.8 "ICANN Policy/ies" means any policies (including but not limited to consensus and temporary policies), specifications, procedures, and/or programs specifically contemplated by the RAA, the Registry Agreement and/or otherwise mandated

by ICANN now or in the future.

1.9 "OT+E" means operational test and evaluation system.

1.10 "Personal Data" means data about any identified or identifiable natural person.

1.11 "RDDS" means "Registration Data Directory Services" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of this the Registry Agreement.

1.12 "Registrar" means the entity entering into this Agreement with the Registry Operator.

1.13 "Registrant/s" means the applicant or holder of a domain name applied for or registered by the Registrar in the Registry System.

1.14 "Registrar Accreditation" means the accreditation obtained by the Registrar upon entering into to RAA with ICANN.

1.15 "Registrar Accreditation Agreement" or "RAA" means the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement, as amended from time to time, and any other applicable ICANN Policies; including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorised by ICANN's Bylaws now or in the future.

1.16 "Registration Agreement" means the electronic or paper registration agreement that Registrar must enter into with each Registrant according to Section 3.7.7. of the RAA.

1.17 "Registry" and "Registry Operator" mean Fundació puntCAT, which is a party of this Agreement.

1.18 "Registry Agreement" refer to the agreement between Fundació puntCAT and ICANN for the operation of the .cat TLD.

1.19 "Registry Policy/ies" means any policies, including those for domain name dispute resolution, specifications, procedures, guidelines, programs or criteria approved by Registry Operator from time to time, as authorised by ICANN, including without limitation, the policies referred to in Appendix 1 of this Agreement. Registrar is aware that Registry Operator may update the content and/or URL for these policies and is responsible for monitoring them on a regular basis.

1.20 "Registry Services" means the services which the Registry Operator is entitled to provide under the Registry Agreement with ICANN, which include (i) the receipt of data from registrars concerning registrations of domain names and name servers in the Registry System; (ii) the operation of the Registry System database in compliance with the thick registry-registrar business model; (iii) the provision to registrars of status information relating to the zone servers for the .cat TLD; (iv) the dissemination of the .cat TLD zone files; (v) the operation and overseeing of the registry DNS servers used for the .cat TLD; (vi) the dissemination of contact and other information concerning domain name server registrations in the .cat TLD.

1.21 "Registry System" means the system operated by the Registry and/or the Registry providers for the operation of the .cat TLD  Registry System and the provision of the Registry Services in relation to the .cat TLD.

1.22 "TLD" means Top-Level Domain in the Internet name system.

1.23 "Term" has the meaning outlined in Section 10 of this Agreement.

1.24 "URS Complainant" means the party initiating a Uniform Rapid Suspension System Procedure complaint concerning a domain name registration.

1.25 "Variable Registry-Level Fees" has the meaning outlined in Section 6.3 of the Registry Agreement.

1.26 "WIPO Expedited Arbitration Rules" means the rules for expedited arbitration procedures proposed by the World Intellectual Property Organisation, available at http://www.wipo.int/amc/en/arbitration/expedited-rules/.

## 2. REGISTRAR ACCREDITATION. REQUIREMENTS FOR START OF OPERATIONS

### 2.1 Effective Date of Accreditation

Upon signing this Agreement (the "Effective Date"), the Registrar is immediately accredited as a .cat TLD registrar.

## 3. OBLIGATIONS OF THE REGISTRY OPERATOR

### 3.1 Registry Services

During the Term of this Agreement, Registry Operator will operate as registry in accordance with the Registry Agreement entered into with ICANN as amended from time to time and/or subsequent Agreements, as well as any other applicable ICANN Policies.

### 3.2 Accreditation and Use of the Registry System

During the Term of this Agreement, Registrar is hereby accredited by Registry Operator to act as a registrar (including to register and renew domain names in the .cat TLD Registry System) for the .cat TLD. Registry Operator shall provide Registrar with access to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

### 3.3 Maintenance of Registrations by Registrar

Subject to the provisions of this Agreement, ICANN requirements, and Registry Policies authorised by ICANN, Registry Operator shall maintain the domain names registered by the Registrar in the Registry System during the term for which Registrar has paid the registration fees.

### 3.4 Registrar's Use of Registry Operator's Name and Logos

Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the Registry's name and logos to identify itself as an accredited registrar for the .cat TLD. This license may not be assigned or sublicensed by the Registrar to any third party.

### 3.5 OT+E System

Registry Operator shall have an Operational Test and Evaluation system ("OT+E") available to Registrar so that Registrar can test and evaluate all current and proposed functions for a sufficient period of time before they are implemented in the Registry System.

### 3.6 Changes to the Registry System

Registry Operator may from time to time make modifications to Registry System or revise or augment its features. Registry Operator will provide Registrar with at least ninety (90) days' notice prior to the implementation of any material changes to the Registry System.

This notice period shall not apply in the following events:

a) The technical modifications implemented by the Registry in the Registry System and its features do not require any development or implementation by the registrar.

b) The modifications affect the Registry policy but do not require any implementation or development by the registrar.

c) The modification has been mandated to the Registry by ICANN and has to be implemented in a period that is shorter than 90 days.

d) Registry System is subject to the imminent threat of a failure or a material security threat.

e) The discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic; or (iii) data traffic not conforming to the protocols used by the .cat Registry System.

### 3.7 Code of Conduct

Registry Operator shall comply with the Code of Conduct as set forth in Specification 9 of the Registry Agreement, including among other things, that

Registry will not allow any parent, subsidiary, affiliate, subcontractor or other Registry related entity to enjoy any special treatment as described in Specification 9.

### 3.8 ICANN Requirements

Registry's obligations hereunder are subject to modification at any time as a result of changes to ICANN-mandated requirements and consensus policies. Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

## 4. OBLIGATIONS OF REGISTRAR

### 4.1 Accreditation in Force

During the Term of this Agreement, Registrar shall at all times maintain in full force and effect its updated Registrar Accreditation by ICANN as a registrar for the .cat TLD.

### 4.2 Provision of Registrar Services

During the Term of this Agreement, Registrar may operate as a registrar for the .cat TLD. If Registrar chooses to operate as a registrar for the .cat TLD, it will do so in accordance with:

a) This Agreement

b) An ICANN Registrar Accreditation Agreement (RAA) dated 2013 or later, as amended from time to time, and any other applicable ICANN Policies; including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA), specifications, procedures, or programs specifically contemplated by the RAA or authorized by ICANN's Bylaws now or in the future;

c) All Registry Policies adopted by the *Registry*, referred to in Appendix 1 of this Agreement. Registrar is aware that Registry Operator may update the content and/or URL of those Registry Policies and is responsible for monitoring them on a regular basis. Registry Operator will provide Registrar with at least ninety (90)

days' notice prior to the implementation of any changes or updates to the Registry Policies if such change needs any development or implementation on the registrar registration interface or in the registrar interaction with the *.cat* potential or actual registrants.

d) Registry's operational guidelines, including any operational standards, procedures and practices adopted by the Registry Operator from time to time for the operation of the Registry System. Registry Operator will provide Registrar with at least ninety (90) days' notice prior to the implementation of any changes or updates in Registry's operational standards, procedures and practices if such change or update needs any development or implementation on the registrar registration interface or in the registrar interaction with the .cat potential or actual registrants.

e) Applicable statutes, laws and regulations limiting the domain names that may be registered.

## 4.3 Registrar Responsibility for Customer Support

Registrar shall be responsible for providing customer service as needed to receive and process registrations from potential registrants; process orders for cancellation, deletion or transfer of domain names in the Registry System; to bill Registrants, as well as to provide record and technical support.

## 4.4. Domain Name Registrations and Renewals

4.4.1 Once Registrar receives a written notification from the Registry confirming that the technical requirements referred to in Section 2.2. have been met, Registrar may start registrations requested and paid for by the Registrants.

4.4.2 Registrar shall maintain a sufficient account balance to carry out its transactions with the Registry. If case of insufficient balance, the transaction will not go through. Registrar shall not process any registrations unless and until it is satisfied that it has received a reasonable assurance of payment of its

registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or another mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registrant upon activation of the registration.

4.4.3   In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp shown in the Registry System records shall prevail.

4.4.4   Registrar shall register domain names to Registrants only for fixed periods according to the Registry Policies. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration.

4.4.5   Registrar shall not insert or renew any domain name in the Registry System in a manner contrary to (i) any ICANN consensus policy stating a list or specification of excluded names that is in effect at the time of insertion or renewal, or (ii) any list of names to be reserved from registration as required by the Registry Operator.

4.4.6   Registrar shall not register domain names in the Registry System for their own account or for accounts of a Registrar's affiliate for the purpose of trafficking in domain names for sale, resale or transfer to applicants. Furthermore, Registrar shall not willingly engage any third party to achieve the said purposes.

4.4.7   Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed.

4.4.8 Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the .cat TLD according to the Registry Policies).

## 4.5 Submission of Registration Data to Registry

4.5.1 Completeness, Accuracy, Validation and Verification of Data. As part of the registration process, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. It is Registrar's responsibility to ensure that all contact information provided by Registrants is filled out in the right format, complete, accurate, reliable and is kept up-to-date, as required by ICANN.

4.5.2 License. All data submitted into the .cat Registry System regarding which Registrant may retain exclusive ownership is hereby licensed to the Registry Operator on an irrevocable, non-exclusive, non-transferable and royalty-fee basis, so as to allow the Registry Operator to use such data for propagation of and to provide authorised access to the TLD zone file and as otherwise required for providing Registry Services.

## 4.6 Personal Data

4.6.1 Data about identified or identifiable natural persons ("Personal Data") submitted to the Registry System by Registrar under this Agreement will be collected and used by the Registry for the purposes of providing Registry Services as defined in the Registry Agreement with ICANN (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS"). Registry shall not use or authorise the use of Personal Data in any way that is incompatible with such purposes. Registry will not assign the data to any third party. When required by

ICANN, however, Registry may make Personal Data available to ICANN or the relevant authorities for inspection.

4.6.2 Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data described in Section 4.6.1 above. With respect to third-party individuals whose Personal Data is provided by the Registrant to the Registry System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by the Registry of their Personal Data.

4.6.3 Registry shall take reasonable steps to protect Personal Data collected from Registrar from loss, misuse, unauthorised disclosure, alteration or destruction.

## 4.7 Mandatory Provisions in the Registration Agreement between Registrar and Registrants

4.7.1 Acceptance of Registry Policies. Registrar must comply with and oblige its registrants to adhere and comply with Registry Policies adopted by Registry. Specifically, Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registry Policies, which Registrants must accept prior to registration. Registrar will provide such Registry Policies in English, as well as in those languages specified in Appendix 1.

4.7.2 Indemnification. In the Registration Agreement, Registrar shall require the Registrant to acknowledge and agree that (i) Registrant is fully responsible for the registration and use of the registered domain name; and that (ii) Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless Registry, Registry's service providers, as well as Registry directors, officers and

employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Registrant's domain name registration and/or use.

4.7.3    Reservation of Rights. In addition, Registrar agrees to, and must oblige its Registrants to expressly agree in the Registration Agreement that Registry and Registry service providers acting on behalf of Registry reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

a)    protect the integrity, security, and stability of the Registry System;

b)    comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;

c)    avoid any liability of Registry, its affiliates, members, subsidiaries, officers, directors, and employees;

d)    stop or prevent any violations of any terms and conditions of this Agreement;

e)    correct mistakes made by Registry, Registry service providers or any registrar in relation to a domain name registration; and

f)    ensure compliance with ICANN and/or Registry Policies.

4.7.4   Data Update. Registrar must oblige its Registrants to immediately    correct    and    update    the    registration

information for the registered name during the registration term.

4.7.5 Domain Name Dispute Resolution. Registrar must comply and must oblige its registrants to adhere and comply with all applicable ICANN or Registry mandated policies and procedures for resolution of disputes concerning domain names registered in the Registry System.

4.7.6 Public Interest Commitments. Registrar will also include in its Registration Agreement a specific provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. Registrar must also provide Registrant with a description of potential consequences for such activities, including suspension of the domain name.

4.7.7 Registry as Third-Party Beneficiary. Registry is a third party beneficiary of the Registration Agreement. Registrar acknowledges that Registry is a third party beneficiary of the Registration Agreement, entitled to enforce the rights vested by the policy compliance provisions of the Registration Agreement.

4.7.8 Verification of Compliance

a) Upon notice and request from Registry, Registrar shall provide within seven (7) business days copies of the Registration Agreements or evidence of its acceptance by any of the Registrants.

b) Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Registration Agreement referred to in this Section. Registrar must ensure that registrant accepts the Terms

and Conditions of the .cat Registry, including ICANN mandated Policies and .cat Registration Policies.

## 4.8 Misrepresentation

Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any of the Registry System that is superior to that of any other registrar accredited for the .cat TLD.

## 4.9 Cooperation

In the event of any inquiry or dispute for any reason involving a .cat domain name registered by Registrar or its resellers, Registrar shall provide all reasonable assistance to Registry and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute. Each of the foregoing must be of competent jurisdiction.

## 4.10 Registrar's Resellers

4.10.1 Registrar may choose to allow its own resellers to facilitate the registration of .cat domain names and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this Sections 4 of this Agreement.

4.10.2 Without prejudice of this, Registrar will in any event remain fully responsible for the compliance of all obligations assumed by Registrar in this Section 4 of this Agreement.

4.10.3 Reseller shall fully defend, indemnify and hold harmless Registry, and Registry officers, directors, agents, employees, and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to any domain name registered by Registrant's resellers in the Registry System, including but not limited to

disputes arising out of reseller's non-compliance with Registrar's obligations under this Agreement or reseller's infringement of third-parties rights.

## 5. FEES

### 5.1 Amount

Registrar agrees to pay to the Registry the registration, renewal, transfer and other service fees set forth in the Registry price list, as amended from time to time (the "Fees"). The Fees, and any amendments thereto, will be available to Registrars at the the Tariffs section from the .cat Control Panel.

Registry will try to provide registrar with at least thirty (30) days' notice prior to the implementation of any generic or specific promotion related reduction of the Fees. Certain promotions might be carried out by the Registry with inferior notice periods due to market necessities.

Registry will provide registrar with at least ninety (90) days' notice prior to the implementation of any increase in the Fees.

### 5.2 Payment

Registry will draw payment for Fees from a bank deposit once registrations and renewals are verified. Registry will provide Registrar with a statement of activity monthly in arrears for each month's Fees drawn from the Registrar deposit account. Registrar may request, at any time, that Registry return all or part of the funds in Registrar's deposit. Registry shall remit such return to Registrar within seven (7) business days after receipt of Registrar's request.

### 5.3 Refunds for Denied Applications and for Domains Deleted During Grace Periods

Registrar shall follow all instructions from Registry with respect to denying applications or deleting domain name registrations during grace periods, and shall process all returned fees to applicants in connection with those denials and deletions during grace periods at no additional cost to Registry. Subject to the limits set forth in ICANN's Add Grace Period Limits Policy available at

http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm, Registry will credit the Registrar deposit account for the standard Fees associated with any required return of Fee to the Registrant associated with deletions during grace periods and/or with denial of applications. Registry, however, will not reimburse the Registrar for any out-of-pocket expenses associated with this type of refund.

## 5.4 Variable Registry-Level Fee

In the event that Registry is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Agreement, Registry shall be entitled to collect such Fees from Registrar, and Registrar hereby gives it express approval of Registry's collection, in addition to Fees due to Registry under Section 5.1 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by Registry to ICANN with respect to Registrar's registrations in the Registry System.

## 6. CONFIDENTIALITY

6.1 During the Term of this Agreement, each party (the "Disclosing Party") may disclose Confidential Information to the other party (the "Receiving Party"). The Receiving Party:

a) shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures;

b) shall use any Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever; and

c) shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of

the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

d) shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

e) shall not prepare any derivative works based on the Confidential Information.

f) Both parties understand the need to disclose any confidential information received in the context of this Agreement should this disclosure be required by any relevant law enforcement Agency with jurisdiction over any of the parties. Both parties acknowledge that a disclosure in these circumstances may prevent the disclosing party from communicating the other party the disclosure act before it occurs.

6.2 Notwithstanding the foregoing, Sub-section 6.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure.

6.3 The Receiving Party's duties under Sub-section 6.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

## 7. RESERVATION OF RIGHTS FOR COMPLIANCE PURPOSES

7.1 Deny, modify, change of status, cancel or transfer of domain names

Registry and Registry service providers acting on behalf of Registry reserve the right

to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

a)   protect the integrity, security, and stability of the Registry System;

b)   comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;

c)   avoid any liability of Registry, its affiliates, members, subsidiaries, officers, directors, and employees;

d)   stop or prevent any violations of any terms and conditions of this Agreement;

e)   correct mistakes made by Registry, Registry service providers or any registrar in relation to a domain name registration; and

f)   ensure compliance with ICANN and/or Registry Policies.


7.2   Suspension of New Registrations in the Registry System

In the event that Registrar submits in a period of 30 days over 33% of registered names that are not in compliance with either:

a)   This Agreement; or

b)   Most current ICANN Registrar Accreditation Agreement (RAA), as amended from time to time, and any other applicable ICANN Policies; including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorised by ICANN's Bylaws now or in the future; or

c)   All Registry Policies adopted by Registry, referred to in Appendix 1 of this Agreement; or

d)   Registry's operational guidelines, including any operational standards,

procedures and practices adopted by Registry from time to time for the operation of the Registry System; or

    e)    Applicable statutes, laws and regulations limiting the domain names that may be registered,

Both parties shall engage to determine the causes of these non-compliant registrations, and evaluate and implement measures to prevent any activities that may enable the registration of non-compliant domain names.

Registry might temporarily suspend Registrar's ability to register new domain names in the Registry System if in any of the 4 subsequent 30 day periods Registrar submits over 33% of registered names not in compliance with the above referred.

The proactive promotion by the Registrar of its registration services for domain name registration or renewals against the Provisions of this Agreement and of the Registry Policy shall be sufficient cause for the Registry to terminate this Agreement.

## 8. INDEMNITIES AND LIMITATION OF LIABILITY

### 8.1 Indemnification

Registrar shall indemnify, defend and hold harmless Registry, Registry providers, as well as Registry employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim relating to Registrar's breach of the Agreement.

Registry shall indemnify, defend and hold harmless Registrar, Registrar providers, as well as Registrar employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim (i) Registry's breach of the Agreement, or (ii) the Registry System.

### 8.2 Limitation of liability

In no case shall Registry and Registry providers or Registrar be liable for special, indirect, incidental, punitive, exemplary, or consequential damages, or any damages resulting from loss of profits or business interruption, arising out or in connection

with this Agreement. Registry and its providers and subcontractors, and Registrar and its providers and subcontractors, total and maximum aggregate liability arising out of this Agreement shall not exceed the lesser of (i) total amount of Fees paid by Registrar to Registry under this Agreement for the preceding twelve (12) months or (ii) EUR 50.000.

## 8.3 Severability

If either party gives notice to the other that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

# 9. NOTICES

## 9.1 Addresses

Except as otherwise stated in this Agreement, any notices or other communications in connection with this Agreement shall be in writing and sent by registered mail or by email to the following addresses, unless the relevant party has given notice of a change of address or individual representation in writing

| To Registry: | Fundació puntCAT | To Registrar: | |
|---|---|---|---|
| Address: | C./Aribau 230-240 7a planta despatx M 08006 Barcelona | Address | |
| Attention: | Jonás Gómez | Attention: | |
| E-mail: | registradors@domini.cat | E-mail: | |

### 9.2 Language

All notices, communications, designations, and specifications made under this Agreement shall be in the English language, unless both parties agree to use another language.

## 10. TERM

This Agreement shall commence on the Effective Date and continue until the earlier of the following (i) termination by either party upon thirty (30) days written notice; or (ii) termination for cause, as defined in Section 11.2.

## 11. TERMINATION

### 11.1 Termination at Option of Registrar

Registrar may terminate this Agreement at any time by giving Registry a thirty (30) days' written notice of termination.

### 11.2 Termination For Cause

11.2.1    If either Party breaches any material term of this Agreement and such breach is not cured within   thirty (30)calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

11.2.2.   Without prejudice to Section 11.2.1 above, this Agreement shall terminate if any of the following is not cured within thirty (30) days:

a)   Registrar loses its current accreditation as ICANN Accredited Registrar, either for termination or lack of renewal;

b)   The relevant Registry Agreement is terminated or expires without Registry entering into a subsequent Registry Agreement with ICANN;

c) Registrar becomes bankrupt or insolvent.

d) Registrar defaults in a payment due to the Registry and fails to completely cure such default within a period of thirty (30) days after written notice of such default from the Registry.

## 11.3 Effect of Termination

11.3.1 Upon termination of this Agreement for any reason:

a) Registry may complete the registration, transfer or renewal of all domain names processed by Registrar to the date of any expiration or termination, provided Registrar's balance deposit with Registry is sufficient.

b) Registrar shall immediately transfer Registrants to other ICANN-accredited registrar, in compliance with any procedures approved by ICANN.

c) All Confidential Information in possession of the Receiving Party shall be immediately returned to the Disclosing Party or destroyed.

d) License to use Registry's name and Logo pursuant to Section 3.4 shall immediately terminate.

e) In case of termination attributable to the Registrar, Registry reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar.

11.3.2 In the event of termination of this Agreement, the following shall survive: Sections 4.3, 4.7, 4.10, 5, 6, 7.1, 8 and 13 of this Agreement.

## 12. MISCELLANEOUS

### 12.1 Assignment

Except as required by the Registry Agreement, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, which approval will not be reasonably withheld.

### 12.2 Entire Agreement

This Agreement, which includes all applicable Appendices and documents incorporated by reference, constitute the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

### 12.3 Parties Relationship

Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

### 12.4 Amendments

Registry may amend this Agreement from time to time; provided, however, that any material revision thereto must be approved by ICANN before any such revisions become effective and binding on Registrar. Registry will provide Registrar at least thirty (30) days written notice of any revisions to this Agreement before any such revisions become effective and binding to Registrar. If Registrar does not agree with any change, Registrar may terminate this Agreement or stop using the Registry System for registering additional domain names.

## 13. DISPUTE RESOLUTION

### 13.1 Governing Law

This Agreement shall be governed and construed under the laws of Catalonia, Spain and the EU,, including their choice of law provisions.

### 13.2 WIPO Expedited Arbitration

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Barcelona. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorised representatives.

[Registry Operator]                          REGISTRAR


_____          _____


Name:                                        Name:

Title:                                       Title:

Dated:                                       Dated:

                                             Registrar IANA ID:

# APPENDIX 1

## .cat TLD  Registry Policies

The complete set of the .cat TLD Registry Policies (including Launch Policies, Registration Policy, Sunrise Dispute Resolution Policy and Eligibility and Reconsideration Dispute Resolution Policies)  are available at:

domini.cat/normativa