TLD Registry Ltd.
Registry-Registrar Agreement (RRA)
.在线 (Dot Chinese Online)

域通联达有限公司
注册局/注册商协议
.在线

Parties
协议各方

This Registry-Registrar Agreement (the "Agreement"), dated as of DAY MONTH 2016, is made and entered into by and between TLD Registry Ltd., an Irish Limited company, with its principal place of business located at 2 Grand Canal Square, Dublin 2, Ireland ("**TLD Registry**"),

该注册局/注册商协议（"协议"），生效日期为 2016 年 X 月 X 日，签约双方分别为爱尔兰域通联达有限公司，该公司主要营业地址为 2 Grand Canal Square, Dublin 2, Ireland（"域通联达"），

and
与

[Registrar name   ]
a [company type   ], with its principal place of business located at
[Registrar address   ] ("**Registrar**").
[注册商名称]，该公司是个[公司类型]的公司，其主要营业地址为 [注册商地址]（"注册商"）。

TLD Registry and Registrar may be referred to individually as a "**Party**" and collectively as the "**Parties**."
域通联达和注册商可单独称为"一方"，合称为"双方"。

This agreement assumes any signatory is duly authorised under ICANN's 2013 Registrar Accreditation procedures.
本协议假定各签约方皆得到互联网名称与数字地址分配机构（ICANN）2013 年注册商委任程序下的正式授权。

Considerations

注意事项

WHEREAS, TLD Registry has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and render other registry services for the 在线 (xn--3ds443g) (Dot Chinese Online) top-level domain;
鉴于域通联达已经与互联网名称与数字地址分配机构（ICANN）签订了一个注册局协议，来管理一个共享注册系统，即顶级域名称服务器，并为顶级域".在线"（xn-3ds443g）提供其他注册局服务；

WHEREAS, it is TLD Registry's objective that multiple registrars will be able to provide Internet domain name registration services within the 在线 (xn--3ds443g) (Dot Chinese Online) top-level domain;
鉴于域通联达的目的是能够让多个注册商在顶级域".在线"（xn--3ds443g）中提供互联网域名注册服务；

WHEREAS, Registrar wishes to act as a registrar for domain names within the 在线 (xn--3ds443g) (Dot Chinese Online) top-level domain.
鉴于注册商希望能够在顶级域".在线"（xn--3ds443g）中成为域名的注册商。

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, TLD Registry and Registrar, intending to be legally bound, hereby agree as follows:
因此，为了双方在此协议下的承诺、利益和约定，以及为了其他在此承认已充分收到的有益且有价值的考虑，域通联达与注册商，同意如下条款，并受法律约束：

1. DEFINITIONS

1. 定义

1.   "**Agreement**" means this Registry-Registrar Agreement, including its exhibits, modifications and supplements thereof or thereto;

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1.1. "协议"指该注册局/注册商协议，其中包括本协议的附件、修改及补充；

1.2. "**APIs**" means "application program interfaces" by which Registrar may interact, through the EPP, with the Registry System.

1.2. "**APIs**"指"应用程序接口"，利用该接口，注册商可以通过扩展供应协议（EPP）与注册局系统互动。

1.3. "**Confidential Information**" means all information and materials, including, without limitation, computer software, data, 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 as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.3."机密信息"指披露方在本协议项下向接收方提供的，明确标记或用其他方式确定属于机密的所有信息和材料，其中包括但不限于：计算机软件、数据、信息、知识产权、数据库、协议、参考实施及文档、财务信息、统计资料和功能与接口规范，但如信息是通过口头方式提供的，披露方则将在披露信息后 15 日内通过书面形式，包括以电子邮件的方式，通知接收方该信息是机密信息。

1.4. "**DNS**" means the Internet domain name system.

1.4. "**DNS**"指互联网域名系统。

1.5. "**Effective Date**" shall be the date first set forth on the first page of this Agreement.

1.5."生效日期"应是本协议首页所载的日期。

1.6. "**EPP**" means the Extensible Provisioning Protocol, a version whereof is used by the Registry System in the provision of Registry Services.

1.6."**EPP**"指"扩展供应协议"，是注册局系统在提供注册局服务时使用的协议。

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

1.7．"**ICANN**" 指互联网名称与数字地址分配机构。

1.8. "**Personal Data**" refers to data about any identified or identifiable natural person.

1.8．"个人资料"指任何身份确定或可确定的自然人的资料。

1.9. "**Registered Name**" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (or johnsmith.tld) levels, about which TLD Registry or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.9. "注册名称"指注册局顶级域中的域名，由两级或多级（或 johnsmith.tld）组成，由域通联达或其提供注册局服务的附属机构，在注册局数据库里维护其数据，安排此类数据维护，或通过此类维护获取收入。注册名称也可能是没有出现在顶级域区域文件里的注册局数据库里的名称（例如，已注册但未激活的名称）。

1.10. "**Registered Name Holder**" means the holder of a Registered Name.
1.10. "注册域名持有者"指注册名称的持有人。

1.11. The "**Registrar Tool Kit**" comprises the EPP, APIs and Software.
1.11. "注册商工具包"包括扩展供应协议（EPP）、应用程序接口（APIs）和软件。

1.12. "**Registry Agreement**" means the Registry Agreement between TLD Registry and ICANN dated as of 08 September 2013, for the operation of 在线 (xn--3ds443g), as amended from time to time.
1.12. "注册局协议"指域通联达与 ICANN 于 2013 年 9 月 8 日签署并不时修订的有关于管理".在线"（xn--3ds443g）的注册局协议。

1.13. "**Registry Database**" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those domain names.
1.13．"注册局数据库"指在注册局顶级域内由一个或多个DNS域名数据组成的数据库，用于生成官方发布的 DNS 资源记录，或者用于回应部分或全部域名的可用性查询或 WHOIS 查询。

1.14. "**Registry Services**" are: (a) those services that are both (i) operations of the .在线 Registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry Operator for the Registry TLD as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy or Temporary Policy (as defined in the Registry Agreement); (c) any other products or services that only a TLD registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.
1.14．"注册局服务"指：（一）满足以下两点的服务：（1）运营".在线"注册局，以完成以下任务：从注册商接收有关域名注册和名称服务器的数据；向注册商提供有关注册局顶级域区域服务器的状态信息；传播顶级域区域文件；操作注册局区域服务器；传播联系信息以及其他有关注册局顶级域中域名服务器注册的信息，以满足本协议的要求；（2）由注册局管理执行机构自生效日期起为注册局顶级域提供的服务。

（二）由于一致政策或临时政策（由注册局协议确定）的规定，注册局管理执行机构必须提供的其他产品或服务；（三）只有顶级域注册局管理执行机构才有能力提供的任何其他产品或服务，因为只有指定的注册局管理执行机构才能提供此类产品和服务；（四）以上（一）、（二）或（三）项范围中注册局服务的实质性变化。

1.15."**Registry TLD**" means the 在线 (xn--3ds443g) (Dot Chinese Online)

1.15．"注册局顶级域"指".在线"（xn-3ds443g）。

1.16. The "**Registry System**" means the system operated by TLD Registry in providing Registry Services for the Registry TLD, including but not limited to the API's and the Software.

1.16．"注册局系统"指由域通联达管理的系统，为注册局顶级域提供注册局服务，包括但不限于应用程序接口（API's）和软件。

1.17. "**Software**" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

1.17．"软件"指参考客户端软件，旨在让注册商开发其系统，以通过注册局系统注册二级域名。

1.18. "**Term**" means the term of this Agreement, as set forth in Subsection 9.1.

1.18."期限"指本协议的期限，载于第 9.1 章节。

1.19. A "**TLD**" means a top-level domain of the DNS.

1.19．"顶级域"指 DNS 的顶级域。

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

本协议中使用的其他定义术语在其所定义的上下文中应赋予其特定涵义。

2. OBLIGATIONS OF TLD REGISTRY

2．域通联达的义务

2.1. **Access to Registry System**. Throughout the Term of this Agreement, TLD Registry shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between TLD Registry and ICANN.

2.1．提供注册局系统使用权。在本协议的有效期内，域通联达须管理注册局系统，并为注册商提供注册局系统使用权，以向注册局系统传输注册局顶级域的域名注册信息。本协议中的任何内容都无法赋予注册商任何权利去执行域通联达和 ICANN 之间的任何协议。

2.2. **Maintenance of Registrations Sponsored by Registrar**. Subject to the provisions of this Agreement, ICANN requirements, and TLD Registry requirements authorized by ICANN, TLD Registry shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.2．维持注册商赞助的注册。根据本协议的规定、ICANN 的要求以及 ICANN 授权下域通联达的要求，在注册商根据第 4.1 章节的要求支付费用期间，域通联达须维持由注册商赞助的注册名称在注册局系统里的注册。

2.3. **Provision of Tool Kit; License**. No later than seven business days after the Effective Date, TLD Registry shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, TLD Registry hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to TLD Registry in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose.

2.3．提供工具包使用许可证。在本协议生效后的 7 个工作日内，域通联达应向注册商提供一份注册商工具包，该工具包应提供足够的技术规格，以允许注册商连接注册局系统，并让注册商使用向他们开放的各项功能。根据本协议的条款和条件，为达到本协议的目的，在本协议的期限内，域通联达特此授予注册商，且注册商特此接受一个非独家、不可转让的、全球限量的许可证，以使用域通联达拥有或得到授权的所有位于及传输到 EPP 上的组件、APIs、注册商工具包中包含的任何参考客户端软件及任何其他知识产权，以及有关更新和重新设计，目的是且只能是在注册局顶级域提供域名注册服务，而非任何其他目的。

2.4. **Changes to the Registry System**. TLD Registry may from time to time replace or make modifications to the Registry System, in whole or in part, or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. TLD Registry will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the Registry System or other materials licensed hereunder.

2.4．更改注册局系统。域通联达可能会不时更换或修改全部或部分注册局系统或其他本协议授权材料，这将修改、修订或增加注册局系统的功能。如域通联达要对注册局系统或其他本协议授权材料进行任何实质性更改，域通联达将提前至少 90 日通知注册商。

2.5. **Engineering and Customer Service Support**.

2.5．工程和客户服务支持。

2.5.1. **Engineering Support**. TLD Registry agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

2.5.1．工程支持。域通联达同意为注册商提供合理的工程电话支持（每日 24 小时/每周 7 日），以解决注册商在使用注册局系统时产生的工程问题。

2.5.2. **Customer Service Support**. During the Term of this Agreement, TLD Registry will provide reasonable telephone and email customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. TLD Registry will provide Registrar with a telephone number and email address for such support during implementation of the Protocol, APIs and Software. First-level telephone support will be available on business days between the hours of 9 A.M. and 5 P.M. Central European timezone, or at times to be agreed with Registrar partners.

2.5.2.客户服务支持。在本协议期限内，域通联达将为注册商（但不为注册域名持有者或注册商的潜在客户）提供合理的电话和电子邮件客户服务支持，以解决仅涉及注册局系统及其操作的非技术性问题。域通联达在执行协议、APIs 和软件的过程中将为注册商提供一个电话号码和电子邮箱，以提供此类支持。一级电话支持的开通时间将为欧洲中部时区每个工作日上午 9 时至下午 5 时，或是与注册商合作伙伴达成共识的时间。

2.6. **Handling of Personal Data**. TLD Registry shall notify Registrar of the purposes for which Personal Data submitted to TLD Registry by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. TLD Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. TLD Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. TLD Registry may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.

2.6．个人数据的处理。对于注册商向域通联达提交的个人数据，域通联达应告知对方其收集此类个人数据的目的，此类个人数据的预期接收方（或接收方类别），以及访问和校正此类个人数据的机制。域通联达应采取合理步骤，以防止个人数据丢失、误用、未经授权披露、更改或破坏。除了告知注册商的方式外，域通联达不应以其他不当方式使用或授权使用个人数据。域通联达在不泄露个人数据的前提下，可能会不时地使用收集的人口数据进行统计分析，此外对这些个人数据的使用应符合其告知注册商的个人数据使用目的和程序。

2.7. **Service Level Agreement**. TLD Registry shall issue credits to Registrar as described in Specification 10 to the Registry Agreement, which is hereby incorporated by reference, as amended from time to time.

2.7.服务水平协议。根据注册局协议第 10 条说明，域通联达应为注册商开立信用证，在此以提述方式纳入，并不时修订。

2.8. **ICANN Requirements**. TLD Registry's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

2.8. 互联网名称与数字地址分配机构（ **ICANN** ）的要求。域通联达在此协议下的义务将随时可能会因为 ICANN 授权的要求和一致政策而改变。注册商应根据 ICANN 所确定的时间表，遵守 ICANN 的任何此类要求，如 ICANN 的此类要求与本协议中的规定相反，应以 ICANN 的要求为准。

3. OBLIGATIONS OF REGISTRAR
3.注册商的义务

3.1. **Accredited Registrar**. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD under the terms and conditions of the 2013 ICANN Registrar Accreditation, and any subsequent requirements imposed by ICANN.

3.1.得到委任的注册商。在本协议期限内，注册商应保持其由 ICANN 委任的注册局顶级域注册商资格的十足效力，该委任是 ICANN 根据其 2013 年注册商委任条款和条件以及任何后继规定而授予的。

3.2. **Registrar Responsibility for Customer Support**. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name support for IDN domain names in Chinese script) and billing and technical support to Registered Name Holders and (iii) provisioning of IDN registrations in EPP. Registrar shall publish to Registered Name Holders emergency contact information for critical situations such as domain name hijacking.

3.2.注册商的客户支持责任。注册商应提供（1）支持接受注册名称的注册、注销、修改、更新、删除或转让要求；（2）客户服务（包括提供中文国际化域名（IDN）的域名支持），并为注册域名持有者提供计费和技术支持；（3）在 EPP 中提供国际化域名（IDN）注册。注册商应向注册域名持有者发布紧急联系信息，以便在域名挟持等危急情况下联系。

3.3. **Registrar's Registration Agreement**. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to TLD Registry under this Agreement.

3.3.注册商的注册协议。注册商在赞助注册名称在注册局系统里注册的任何时候，注册商都应持有一份与注册域名持有者之间的电子或纸质的有效注册协议。注册商应在其注册协议中包括本协议要求的条款，以及其他与本协议规定的注册商对域通联达的义务一致的条款。

3.4. Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless TLD Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.4. 对注册域名持有者的赔偿要求。在注册商与每位注册域名持有者之间的注册协议中，注册商应要求该注册域名持有者赔偿、维护，并确保域通联达及其分包商，以及双方董事、高级职员、员工、分支机构和代理商免受任何和所有由注册域名持有者的域名注册产生的或相关的索赔、损失、负债、成本和费用，包括合理的法律费用及开支。

3.5. Compliance with Terms and Conditions. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

3.5 .遵守条款与条件。注册商应遵守以下各项要求，并应进一步在其与每位注册域名持有者（如适用）的注册协议里包括该注册域名持有者应有遵守以下要求的义务：

3.5.1. ICANN standards, policies, procedures, and practices for which TLD Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.1．根据域通联达与 ICANN 之间的注册局协议或其他约定的要求，由域通联达负责监管的 ICANN 标准、政策、程序和惯例；以及

3.5.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by TLD Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of TLD Registry, and consistent with ICANN's standards, policies, procedures, and practices and TLD Registry's Registry Agreement with ICANN. Additional or revised TLD Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days' notice by TLD Registry to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supercede those of the Registrar's registration agreement.

3.5.2. 由域通联达以非任意性的方式，不时制定的适用于所有注册商，包括域通联达的分支机构，并与 ICANN 的标准、政策、程序、惯例以及与域通联达和 ICANN 之间的注册局协议一致的注册局顶级域操作标准、政策、程序和惯例。对域通联达注册局顶级域的操作标准、政策、程序和惯例的附加或修订，在域通联达通知注册商后 30 日后应生效。如本协议规定的条款与注册商的注册协议条款之间存在差异，本协议的条款将取代那些注册商的注册协议条款。

3.6. Additional Requirements for Registration Agreement. In addition to the provisions of Subsection 3.5, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

3.6. 注册协议的附加要求。除第 3.5 章节的规定以外，注册商与每位注册域名持有者签署的注册协议中，注册商皆应要求该注册域名持有者：

3.6.1. consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by TLD Registry and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

3.6.1. 根据与第 2.6 章节规定的宗旨相一致的方式，同意由域通联达及其指定人和代理商使用、复制、分发、发布、修改及以其他方式处理注册域名持有者的个人资料；

3.6.2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension ("URS"), or any other dispute resolution mechanism imposed by ICANN and/or organized by TLD Registry; and

3.6.2．服从 ICANN 的"统一域名争议解决政策"（"UDRP"），"统一快速暂停"（"URS"），或任何其他由 ICANN 实施的和/或由域通联达组织的争议解决机制程序；以及

3.6.3. Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name, including Personal Data associated therewith;

3.6.3.在注册名称的注册期限内，立即改正和更新注册名称的注册资料，包括与之相关的个人数据；

3.6.4. agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that TLD Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

3.6.4．同意受注册局顶级域首次发布的条款及条件约束，包括但不限于优先注册期和抢注期，并受"优先注册争议解决政策"的约束，并进一步确认，对于与优先注册期和抢注期有关的程序和流程造成的任何损失或责任，域通联达没有任何形式的责任，其中包括但不限于：（一）注册人在此期间能否获得注册名称，（二）优先期注册的任何争议的结果；以及

3.6.5. acknowledge and agree that TLD Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of TLD Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by TLD Registry or any Registrar in connection with a domain name registration. TLD Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.6.5.承认并同意，域通联达在其认为必要时，能够在其自行决定下，有权拒绝、取消或转让任何注册或交易，或对任何域名进行注册局锁定、注册局保留或其他类似操作；（1）以保护注册局的完整性和稳定性；（2）以遵守任何适用的法律、政府规定或要求、执法要求或任何争议解决程序；（3）为域通联达及其附属机构、子公司、高级职员、董事和员工规避任何民事或刑事法律责任；（4）依照注册协议的条款；或（5）改正域通联达或任何注册商有关域名注册的错误。域通联达也有权在解决争议期间对域名进行锁定、保留或类似操作。

3.6.6 agree to comply with Acceptable Use Policies (https://internetregistry.info/domain-acceptable-anti-abuse-policy/)
3.6.6 同意遵守可接受的使用政策 (https://internetregistry.info/domainacceptable-anti-abuse-policy/)

3.7. **Data Submission Requirements**.
3.7.数据提交要求

3.7.1. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants TLD Registry a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in TLD Registry' operation of the Registry TLD.
3.7.1.作为其在注册局顶级域中注册和赞助注册名称的一部分，注册商须按照其不时收到的注册局系统技术规格的要求提交完整数据。注册商特此授予域通联达对此类数据的非独家、不可转让的、有限的许可证，以传输和提供顶级域区域文件的授权访问，以及用于域通联达操作注册局顶级域时的其他用途。

3.7.2. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to TLD Registry in a timely manner.
3.7.2.注册商须及时向域通联达提交由注册域名持有者提供的任何有关注册名称注册信息的更正或更新。

3.7.3. Registrar represents and warrants that it has, prior to or at the latest upon registration of a domain name in the Registry TLD: (i) provided its customer / Registered Name Holder with the Registry Policies (https://internetregistry.info/policy/), including the Acceptable Use Policies (https://internetregistry.info/domain-acceptable-anti-abuse-policy/); (ii) has informed its customer / Registered Name Holder of its continued obligation to act in accordance with applicable laws and regulations and to maintain adequate contact information with Registrar at all times; and (iii) has properly identified its customer / Registered Name Holder in accordance with the processes and procedures imposed by ICANN.
3.7.3.注册商声明并保证其在注册局顶级域中注册域名之前或最迟在注册域名时：
（1）已经向其客户/注册域名持有者提供注册政策 (https://internetregistry.info/policy/)，包括"可接受使用政策" (https://internetregistry.info/domain-acceptable-anti-abuse-policy/)；

（2）已经通知客户/注册域名持有者应按照适用的法律和法规行事，以及在任何时候都与注册商保持足够联系信息的持续义务
；及（3）已按照 ICANN 规定的流程和程序，正确定义其客户/注册域名持有者。

3.8. **Security**
3.8.安全

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of TLD Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, TLD Registry may require other reasonable security provisions to ensure that the Registry System is secure and stable.

3.8.1.注册商应在其域名注册业务中制定并采取所有必要的技术和限制，以确保其与注册局系统的连接是安全的，并确保注册商系统与注册局系统之间交换的所有数据得以保护，以避免意外的信息披露。注册商须采取必要措施，以防止本协议授予其的注册局系统使用权被用于（1）允许、启动、或以其他方式支持用电子邮件、电话或传真向其现有客户以外的其他实体传播大量未经授权的商业广告或招揽信息；或（2）启动大批量的自动化电子流程，向域通联达系统、其他与 ICANN 签约运营的注册局系统，或任何 ICANN 委任的注册商系统发送查询或数据，除非是用于注册域名或修改现有注册的合理需要。此外，域通联达可要求采用其他合理的安全规定，以确保注册局系统的安全和稳定。

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the TLD Registry and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify TLD Registry within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.8.2．注册商每次访问注册局系统时，应采用"双向安全套接层"（SSL）协议进行认证和加密。至少，注册商须使用经域通联达认可的商业证书颁发机构颁发的 X.509 服务器证书及注册商密码来认证每次客户与注册局系统的连接。注册商应只能将其注册商密码告知有需要知道此密码的员工。注册商同意，在其得知注册商密码受到任何方式的

损害，或其服务器证书已被证书颁发机构撤销或受到任何方式的损害后的四个小时内通知域通联达。

3.8.3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. TLD Registry in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by TLD Registry. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

3.8.3．不同注册人与同一注册商注册的域名，该注册商不得提供相同的注册商生成授权<authinfo>代码。域通联达在其自行决定下，可选择为某一指定域修改<authinfo>代码，并应通过 EPP 兼容机制（即 EPP <poll>或 EPP <domain:Info>）把这些修改告知赞助注册商。域通联达应向注册商提供这些机制的文档。注册商须及时向注册域名持有者提供授权代码，以及修改该授权代码的能力。注册商须在五（5）个历日内回应注册域名持有者的任何有关访问和/或修改授权代码的询问。

3.9. **Resolution of Technical Problems**. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of TLD Registry in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, TLD Registry may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of TLD Registry.

3.9．技术问题的解决。注册商须聘用有足够技术培训和经验的必要员工、承包商或代理商，以应对和修复有关使用 EPP、APIs 以及与注册商系统连接的域通联达系统的所有技术问题。如注册局系统出现显著退化或其他紧急情况，域通联达，在其自行决定下，可暂时停止或限制注册商对注册局系统的访问权限。此类暂停应采取非任意性的方式，并应公平地运用于处于类似情况的任何注册商，包括域通联达的附属机构。

3.10. **Time**. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

3.10．时间。有关域名注册录入注册局数据库的时间如存在任何争议，以注册局记录中显示的时间为准。

3.11. **Transfer of Registration Sponsorship**. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

3.11．注册赞助权的转让。注册商同意，根据 ICANN 可能不时修订的"注册商之间注册赞助权转让政策"（"转让政策"），将注册名称的注册从其他注册商转让到该注册商，反之亦然。

3.12. **Restrictions on Registered Names**. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

3.12．注册名称的限制。除了遵守 ICANN 用以限制可注册域名的标准、政策、程序和惯例，注册商同意遵守用以限制可注册域名的适用法规和规章。

3.13． **Uniform Rapid Suspension Provisions.** The Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed. The 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 TLD).

3.13．统一快速暂停规定。注册商在"统一快速暂停"（URS）投诉方胜诉的情况下，须接受并处理支付该域名的续期。注册商不得为"统一快速暂停"已胜诉投诉方的域名续期超过一年（如得到顶级域最长有效期的允许）。

4. FEES

4．费用

4.1. **Amount of TLD Registry Fees**. Registrar agrees to pay TLD Registry the fees set forth in Exhibit A for services provided by TLD Registry to Registrar (collectively, "Fees"). TLD Registry reserves the right to revise the Fees from time to time, provided that TLD Registry shall provide at least six (6) months notice to Registrar prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship. In addition, Registrar agrees to pay TLD Registry the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Section 6.3 (b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

4.1．域通联达费用金额。注册商同意为域通联达给注册商提供的服务向域通联达支付载于附录 A 的费用（统称为"费用"）。域通联达有权不时修改费用，前提是域通联达须在增加任何有关初始注册、续期注册或赞助权转让注册费用前，至少提前六（6）个月前通知注册商。此外，根据注册局协议第 6.3（b）章节的许可，注册商同意向域通联达支付由 ICANN 的评估的（支付给注册局管理执行机构的）相关可变费用，并应在收到注册局管理执行机构的发票后，于发票日期的十（10）日内支付这些费用。

4.2. **Payment of TLD Registry Fees**. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, bank transfer or other credit facility accepted by TLD Registry ("Payment Security"), which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by TLD Registry

to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. TLD Registry shall provide monthly invoice statements to the Registrar.

4.2．域通联达费用的支付。在承担任何费用之前，注册商应设立信用证、存款账户、银行转账或域通联达接受的其他信贷设施（"支付安全"），只要确保付款，这些付款方式将不会被无理拒绝。所有费用须在收到初始注册、续期注册、赞助权转让注册申请时，或是在域通联达为注册商提供其他服务时立即支付。付款应通过借记卡或从存款帐户、信用证或其他信贷设施支取。域通联达应为注册商提供每月发票结算单。

4.3． **Non-Payment of Fees**. In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with TLD Registry, TLD Registry may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.

4.3．未支付费用。如注册商与域通联达设立的信用证或信贷设施里的存款或可用资金不足，域通联达可采取以下任何或所有行动：（一）停止接受注册商的新初始注册、续期注册或赞助权转让注册；（二）从注册局数据库里删除任何出现负结余或发票未足额缴纳的域名；（三）根据第 9.2.1 章节的规定，发出书面通知终止本协议；（四）采取本协议中的任何其他补救方法。

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5．机密性及知识产权

5.1. **Use of Confidential Information**. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

5.1．机密信息的使用。在本协议期限内，各方（"披露方"）可能会向另一方（"接收方"）披露其机密信息。各方对另一方的机密信息的使用和披露应符合以下条款和条件：

5.1.1. The Receiving Party 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. For the avoidance of doubt, the information provided by Registrar to TLD Registry in connection with a Registered Name, including Personal Data associated with such Registered Name, shall not be considered Confidential Information in connection with this Section 5.

5.1.1．接收方应严格保密，并尽一切合理努力维护披露方的所有机密信息的保密性和机密性，包括采取合理的物理安全措施和操作规程。为免生疑问，注册商为域通联达提供的有关注册名称的信息，包括与该注册名称相关的个人资料，都不应被视为与本第 5 章节有关的机密信息。

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.2．接收方同意，其使用披露方的任何机密信息仅仅是为了根据本协议的规定，行使其权利或履行其义务，并无任何其他目的。

5.1.3. The Receiving Party 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.

5.1.3．接受方不应将披露方的任何机密信息披露给他人；但是，如接收方是一家公司、合伙企业或类似实体，则允许向接收方有明显需要知道这些机密信息的高级职员、员工、承包商和代理商披露，条件是接收方应告知这些人士这些机密信息的机密性质以及维持其机密性所需的程序，并应要求他们以书面形式确认他们已阅读、理解并同意分别受本协议保密条款的约束。

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

5.1.4．接受方不得修改或移除披露方的任何机密信息里出现的任何机密说明和/或版权声明。

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.5．接收方同意不在机密信息的基础上制作任何衍生产品。

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 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, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting

legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.6．尽管有上述规定，本 5.1 章节并无就下列信息对各方施加任何义务（1）在没有保密协议的情况下被披露的信息，且在此披露前，已经得到披露方的书面同意；或（2）已进入公有领域的信息，但并非接收方的过错；或（3）在披露信息前，接收方已经知道的信息；或（4）是由接收方独立开发的信息，并未使用该机密信息；或（5）被披露方公布的信息，没有披露限制；或（6）法律、法规或法院命令要求披露的信息；条件是如接收方受法律、法规或法院命令要求披露披露方的任何机密信息，接收方将在披露这些机密信息前立即以书面形式通知披露方，以便披露方从适当的权威机构寻求保护令或其他适当的补救措施，相关费用由披露方承担。接收方同意配合披露方寻求这种指令或其他补救措施。接收方进一步同意，如披露方未能成功阻止相关法律机构有关披露机密信息的要求，接收方将只提供法定要求的那部分机密信息。

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

5.1.7．接收方在本 5.1 章节下的职责应在本协议期满或终止后的两（2）年后失效，或通过协议各方出具的书面协议提前结束。

5.2. **Intellectual Property**

5.2．知识产权

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

5.2.1．除本协议授予的许可证，各方将继续独立拥有其知识产权，包括所有专利、商标、商号、服务商标、版权、商业秘密、专有工艺和所有其他形式的知识产权。

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

5.2.2．在不限制前述的通用性的情况下，在本协议项下，披露方并无授予接收方任何专利、专利申请、版权、商标、专项技术、商业秘密或任何其他知识专有权的任何商业使用权或许可证。在本协议项下，任何机密信息的披露也并无授予接收方任何专利、专利申请、版权、商标、专项技术、商业秘密或任何其他知识专有权的任何商业使用权或许可证。

6. INDEMNITIES AND LIMITATION OF LIABILITY

6．赔偿及责任限制

6.1. **Indemnification**. Registrar, at its own expense and within thirty days after presentation of a demand by TLD Registry under this Section, will indemnify, defend and hold harmless TLD Registry and

its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. TLD Registry shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, TLD Registry will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses TLD Registry for TLD Registry' actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without TLD Registry' prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by TLD Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.1．赔偿。注册商，在自己承担费用的情况下，在域通联达根据本章节的规定出示其要求后的 30 日内，将赔偿、维护和确保域通联达及其分包商、双方公司董事、管理人员、员工、代表、代理商和分支机构免受任何基于或由于任何索赔或指控索赔引起的针对上述各方的任何索赔、起诉、诉讼或其他程序：（1）有关注册商的任何产品或服务；（2）有关与任何注册域名持有者或注册商之间的任何协议，包括注册商的争议政策；或（3）有关注册商的域名注册业务，其中包括但不限于，注册商的广告、域名申请过程、系统和其他进程、收取的费用、计费方式和客户服务。域通联达应立即通知注册商任何此类索赔，在获得注册商的书面请求后，域通联达将提供注册商在抗辩此类索赔中所有合理必要的可用信息和协助，条件是注册商须偿还域通联达在提供此类信息及协助时的相关实际合理支出。注册商将不会在未获得域通联达的事先书面同意的情况下，达成任何此类补偿索赔的任何和解或妥协，而域通联达不应无理拒绝出具以上书面同意。注册商将支付任何及所有成本、损失及费用，包括但不限于，有关或由于任何此类补偿索赔、起诉、诉讼或程序而造成域通联达承担的合理律师费和其他费用。

6.2. **Representation and Warranty**. (i) "Authorized Registrar shall indemnify, defend and hold harmless TLD Registry's designated back-end Registry Services Provider. ("RSP"), its subsidiaries and affiliates, and the employees, directors, officers, representatives and agents of each of them (each, an "Indemnified Party"), against any claim, suit, action, or other proceeding brought against any Indemnified Party based on or arising from any claim or alleged claim: (i) relating to any product or service of Authorized Registrar; (ii) relating to any agreement, including without limitation Authorized Registrar's dispute policy, between Authorized Registrar and any domain name registrant or other customer, or any registrar; or (iii) relating to Authorized Registrar's domain name registration business, including, but not limited to, Authorized Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. Authorized Registrar will not enter into any settlement or compromise of any such indemnifiable claim without RSP's prior written consent, which consent shall not be unreasonably withheld. Authorized

Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by RSP in connection with or arising from any such indemnifiable claim, suit, action or proceeding. The obligations under this paragraph shall survive any termination of this agreement. It is expressly understood that RSP is an intended third-party beneficiary of this agreement for purposes of enforcing the foregoing obligations. Further, in its registration agreement with each registrant, Authorized Registrar shall require such registrant to indemnify, defend and hold harmless RSP, its subsidiaries and affiliates, and the directors, officers, employees, representatives and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registrant's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement, and that it is expressly understood by the registrant that RSP is an intended third-party beneficiary of such agreement for purposes of enforcing the registrant's obligations."

6.2．声明和保证。（一）"授权注册商应赔偿、维护和确保 RSP（"RSP"）、其子公司及附属机构、上述各方的员工、董事、管理人员、代表和代理商（各为"受补偿方"）免受任何基于或由于任何索赔或指控索赔引起的针对上述各方的任何索赔、起诉、诉讼或其他程序：（1）有关授权注册商的任何产品或服务；（2）有关授权注册商与任何域名注册人或其他客户或任何注册商之间的任何协议，包括但不限于授权注册商的争议政策；或（3）有关授权注册商的域名注册业务，包括但不限于，授权注册商的广告、域名申请过程、系统和其他进程、收取的费用、计费方式和客户服务。授权注册商将不会在未获得 RSP 的事先书面同意的情况下，达成任何此类补偿索赔的任何和解或妥协，而 RSP 不应无理拒绝出具以上书面同意。授权注册商将支付任何及所有成本、损失及费用，包括但不限于，有关或由于任何此类补偿索赔、起诉、诉讼或程序造成 RSP 承担的合理律师费和其他费用。即使本协议终止，本段的义务也仍然有效。各方明确理解，RSP 是本协议预期的第三方受益人，以执行上述义务。此外，在授权注册商与每个注册人的注册协议里，授权注册商须要求这些注册人赔偿、维护和确保 RSP、其子公司及附属机构、上述各方的董事、管理人员、员工、代表和代理商免受任何基于或由于注册人的域名注册引起的任何索赔、损失、负债、成本和费用，包括合理的律师费用。注册协议应进一步要求，该赔偿义务即使在注册协议终止或到期后仍然有效，注册人明确理解，RSP 是本协议预期的第三方受益人，目的是确保注册人履行义务。

6.3. **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF TLD REGISTRY AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO TLD REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) $100,000 USD.

6.3．责任限制。在任何情况下，协议任何一方均不对本协议造成的或与本协议有关的任何特殊的、间接的、偶然的、惩罚性的、惩戒性的或后果性的损害，或任何由利润损失或营业中断而造成的损害负任何责任，即便对方已被告知产生此类损害的可能性，上述条款依然成立。在任何情况下，域通联达及其分包商的责任总额最多不得超过以下两项中更少的一项（1）在过去 12 个月内，根据本协议的条款支付域通联达的总金额，或（2）100,000 美元。

6.4. **Disclaimer of Warranties**. THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY TLD REGISTRY HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. TLD REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. TLD REGISTRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, TLD REGISTRY DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.4．免责声明。注册商工具包及域通联达在本协议下所提供的所有其他物件，皆按"现状"提供，不提供任何形式的担保。域通联达明确表示不提供任何明示或暗示的担保和/或条件，包括但不限于：对适销性或质量满意度，对某个特定用途的适用性，以及对不侵犯第三方权利的默示担保和条件。域通联达不保证注册商工具包所包含的功能将满足注册商的要求，不保证对注册商工具包的操作将不被中断或无差错，也不保证注册商工具包里的缺陷将得以纠正。此外，域通联达对注册商工具包或其相关文件的使用或结果在正确性、准确性、可靠性或其它方面不做担保或任何声明。如注册商工具包被证明有缺陷，注册商须承担对注册商自己系统和软件的所有必要维修、修理或改正的所有费用。

6.5. **Reservation of Rights**. TLD Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of TLD Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by TLD Registry or any Registrar in connection with a domain name registration. TLD Registry also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

6.5．保留权利。域通联达在认为必要时，能够在其自行决定下，有权拒绝、取消或转让任何注册或交易，或对任何域名进行注册局锁定、注册局保留或其他类似操作；（1）以保护注册局的完整性和稳定性；（2）以遵守任何适用的法律、政府规定或要

求、执法要求或任何争议解决程序；（3）为域通联达及其附属机构、子公司、高级职员、董事和员工规避任何民事或刑事法律责任；（4）由于本协议（包括但不限于本协议的附件）被违反而采取的行动；或（5）以改正域通联达或任何注册商有关域名注册的错误。域通联达也有权在解决争议期间对域名进行保留、锁定或类似操作。

7. INSURANCE

7．保险

7.1. **Insurance Requirements**. Registrar shall acquire, on or before the Effective Date, at least in accordance with the 2013 Registrar Accreditation Agreement (and any subsequent amendments to that Agreement) in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry Operator's reasonable request. Such insurance shall entitle TLD Registry to seek compensation under such policy on behalf of TLD Registry and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

7.1．保险要求。注册商须在本协议生效日期时或之前，至少按照"2013 年注册商委任协议"（及对该协议的任何后续修订）对综合责任保险的规定，从一个信誉良好的拥有相当于贝氏(A.M. Best) "A"或"A"以上评级的保险供应商购买保险，并须在本协议整个期限内保持满足这些要求的保险。在签署本协议时，注册商须向注册局管理执行机构提供一份有效的保险单副本，并在之后不时地在注册局管理执行机构的合理要求下提供保单副本。该保险应赋予域通联达在该保单下代表域通联达及其分包商，以及双方董事、管理人员、员工、代表、代理商及附属机构，为上述各方因注册商没能履行其在本协议下的赔偿义务而遭受的所有费用和损失（包括合理的律师费）寻求赔偿。

8. DISPUTE RESOLUTION

8．解决争议

8.1. **Dispute Resolution**. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Dublin, Ireland. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not

reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in the Republic of Ireland; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the courts in the Republic of Ireland, which shall not be a waiver of this arbitration agreement.

8.1．解决争议。由本协议产生的或与本协议有关的争议，包括对具体绩效的要求，应根据本章节条款，按照国际商会仲裁院（"ICC"）的规定，通过约束仲裁来解决。仲裁应使用英语语言在爱尔兰都柏林进行。应有三位仲裁员：协议各方各选一名仲裁员，如该两名仲裁员不能在选择第三名仲裁员上达成共识，第三名仲裁员应由 ICC 选择。有关各方应平均分配仲裁费用，但仲裁员有权利根据 ICC 的规定，重新分配各方所承担的费用。有关各方应承担各自与仲裁相关的律师费，仲裁员不可在裁决时重新分配各方律师费。仲裁员在仲裁开始后 90 日内应作出裁决。任何用于执行仲裁裁决的诉讼，应向爱尔兰共和国法院提起；但是，对于该法院的判决，各方还应有权在任何有司法审判权的法院执行。在仲裁未决期间，为了协助仲裁和/或维护一方的权利，各方均有权从爱尔兰共和国法院的仲裁委员会或法庭寻求临时或初步的禁令救济，但该救济无法放弃本仲裁协议。

8.2. **Alternative Jurisdiction**. Insofar and to the extent the decision by the arbitrators appointed in accordance with Section 8.1 would, for whatever reason, not be recognized or enforceable upon a Party, which needs to be substantiated by such Party to the Party within five (5) calendar days following the initiation of the proceedings set out above, the Parties shall submit their dispute to the exclusive jurisdiction of the Courts of the Republic of Ireland, which shall then have exclusive jurisdiction.

8.2．其他裁判机构。根据第 8.1 章节指定的仲裁员做的裁决，无论出于何种原因，只要或在一定程度上无法得到一方的认可或对一方执行，该方须在以上诉讼开始后的五（5）个历日内向有关方证实上述情况，各方应将其争议提交给爱尔兰共和国法院的专属裁判机构，此时该机构应拥有专属裁判权。

9. TERM AND TERMINATION

9．期限与终止

9.1. **Term of the Agreement; Revisions**. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is three (3) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to TLD Registry' approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen

(15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to TLD Registry. In the event that TLD Registry does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

9.1．本协议期限；修订。本协议的期限应于生效日期开始，除非按照本协议的规定被提前终止，应于本协议生效日期开始三（3）年后的那个历月的最后一天终止。除非注册商在初始期限或任何续期到期之前至少提前三十（30）日向注册局管理执行机构发出终止通知，本协议将自动续约两（2）年。如对（域通联达通过的）注册局/注册商协议的修订得到 ICANN 的批准和采用，注册商将要么签署一项修正案，用修正案取代本协议，要么可以选择在收到该修订通知后的十五（15）日内，向域通联达发出书面通知，立即终止本协议。如域通联达在上述十五（15）日内并未收到注册商签署的修正案或合同终止通知，注册商应被视为已终止本协议，即刻生效。

9.2. **Termination**. This Agreement may be terminated as follows:

9.2．终止协议。本协议可能会以如下方式终止：

9.2.1. **Termination For Cause**. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty 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.

9.2.1．有原因终止协议。若本协议的任何一方严重违反本协议项下的义务并且未能在另一方发出相关书面通知后的三十个历日内在本质上改正违约行为，则非违约方可给对方发出书面通知，根据该通知上指定的时间终止本协议。

9.2.2. **Termination Without Cause by Registrar**. Registrar may terminate this Agreement at any time by giving TLD Registry thirty days' notice of termination.

9.2.2．注册商无原因终止协议。注册商可在任何时候通过提前三十日给域通联达发送终止通知的方式终止本协议。

9.2.3. **Termination Upon Loss of Registrar's Accreditation**. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal, and this at the time such termination takes effect.

9.2.3．注册商失去委任权时的协议终止。如注册商的 ICANN 委任权终止或到期仍不续约，本协议则将在上述委任权终止时终止。

9.2.4. **Termination in the Event of Termination of Registry Agreement**. This Agreement shall terminate in the event that TLD Registry' Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 10.1.1.

9.2.4．因注册局协议的终止而导致本协议的终止。如域通联达与 ICANN 之间的注册局协议终止或到期却未与 ICANN 签署后继注册局协议，且本协议并未按照第 10.1.1 章节的条款进行转让，则本协议须终止。

9.2.5. **Termination in the Event of Insolvency or Bankruptcy**. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business. Registrar acknowledges and accepts, however, that Registrar shall not be entitled to terminate this Agreement if and when ICANN has assigned this Agreement pursuant to Subsection 10.1.1 hereof, unless provided otherwise by ICANN.

9.2.5．由无偿付能力或破产导致的终止。协议各方在以下情况下皆可终止本协议：（一）如协议的另一方被判无力偿还债务或破产，或（二）协议一方（1）在寻求在破产法下救济、重组或安排，（2）在寻求债权人利益的转让，（3）在寻求当事方财产或资产的接管人、清盘人或受托人委任，或（4）在寻求当事方业务的清算、解散或清盘时，提出诉讼或遭到诉讼。然而，注册商承认并接受，如果/当 ICANN 已经根据本协议第 10.1.1 章节的规定转让本协议时，除非 ICANN 另有规定，否则注册商无权终止本协议。

9.3. **Effect of Termination**. Upon the expiration or termination of this Agreement for any reason:

9.3．协议终止的影响。本协议到期或因任何原因终止时：

9.3.1. TLD Registry will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to TLD Registry for Fees are current and timely.

9.3.1．域通联达将在本协议到期或终止之前完成所有域名的注册，前提是注册商及时支付域通联达所有费用。

9.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

9.3.2．注册商应根据 ICANN 设立或批准的任何程序，立即将其注册名称的赞助权转让给 ICANN 委任的其他注册商。

9.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

9.3.3．接收方占有的披露方的所有机密信息应立即返还给披露方。

9.3.4. In the event of termination in accordance with the provisions of Subsections 9.1, 9.2.1, 9.2.2, 9.2.3 or 9.2.5, TLD Registry reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

9.3.4．如根据第 9.1、9.2.1、9.2.2、9.2.3 或 9.2.5 章节的规定，本协议终止，域通联达则有权立即联系任何及所有注册域名持有者，以帮助注册域名持有者向 ICANN 委任的其他注册商有序、稳定的过渡。

9.3.5. All fees owing to TLD Registry shall become immediately due and payable.

9.3.5．欠域通联达的所有费用应立即到期及须予偿还。

9.4. **Survival**. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.6, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7 and 10.8 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9.4．存续条款。如本协议终止，以下各条款将仍然有效：（1）第 2.6、3.6、5.1、5.2、6.1、6.3、6.4、8.1、9.4、10.2、10.3、10.4、10.6、10.7 和 10.8 章节及（2）第 3.4 章节规定的注册域名持有者的赔偿义务。协议各方不应仅因本协议（根据本协议条款）终止而造成的任何形式的损害而对另一方承担责任。

10. MISCELLANEOUS

10．其他条款

10.1. **Assignments**.

10.1．转让

10.1.1. **Assignment to Emergency Back-End Operator or Successor Registry Operator**. In the event the TLD Registry' Registry Agreement is terminated or expires without entry by TLD Registry and ICANN of a subsequent registry agreement, TLD Registry' rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent TLD Registry assumes the duties of TLD Registry under this Agreement.

10.1.1．转让给"后方紧急注册管理执行机构"或"后继注册局管理执行机构"。如域通联达的注册局协议终止或到期，且域通联达与 ICANN 并未签署后继注册局协议，当 ICANN 在上述协议终止或到期后六十日之内给注册商发出书面通知时，域通联达在本协议项下的权利可被转让给一家与 ICANN 在注册局顶级域方面签署了后继注册局协议的公司，前提是后继顶级域注册局将承担域通联达在本协议项下的职责。

10.1.2. **Assignment in Connection with Assignment of Agreement with ICANN**. In the event that TLD Registry's Registry Agreement with ICANN for the Registry TLD is assigned, TLD Registry's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of TLD Registry under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation

agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

10.1.2．与 **ICANN** 协议的转让导致本协议的转让。如域通联达与 ICANN 有关注册局顶级域的注册局协议被转让，域通联达在本协议项下的权利应被自动转让给注册局协议的受让人，前提是该受让人将承担域通联达在本协议项下的职责。如注册商与 ICANN 有关注册局顶级域的委任协议被有效转让，注册商在本协议项下的权利应被自动转让给委任协议的受让人，前提是后继注册商将承担本协议项下的注册商职责。

10.1.3. **Other Assignments**. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.1.3．其他转让。除本协议另有明确规定，本协议各条款是为了保障协议各方的继承人和允许受让人的利益而制订的，并对其有约束力。任何一方都不得在未经对方事先书面同意的情况下，出让或转让自己在本协议项下的权利或义务，而对方不得无理拒绝出具该书面同意。

10.2. **Notices**. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail during business hours) to the address set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

10.2．通知。本协议规定或允许的传递到协议任何一方的任何通知或其他通讯，应以书面形式进行，在通过以下方式交付时应被视为正确交付（在办公时间内亲手交付、挂号邮寄、快递或快递服务交付、通过电子邮件或传真机发送），在无地址变更书面通知的情况下，发至下列各方名称下方的地址或传真号：

If to Registrar: 如发送至注册商：

[Registrar name, postal address] [注册商名称，邮寄地址]

Attention: [Name] 致：[姓名]
Email address: 电子邮件地址：
Phone number: 电话号码：
Fax number: 传真号码：
with copy to: [Name] 副本发至：[名称]
Phone number: 电话号码：
Email address: 电子邮件地址：

If to TLD Registry: 如发至域通联达：

TLD   Registry   Limited,
Punavuorenkatu   15   a   10,   00150   Helsinki,   Finland

域通联达：Punavuorenkatu 15 a 10, 00150 Helsinki, Finland
Attention: Arto Isokoski 致：易书麒

Phone   number: +353   1   254   4766
电   话   号   码   :   +353   1   254   4766

Email address: notices@internetregistry.info 电子邮件地址： notices@internetregistry.info

with a copy to: TLD Registry Legal Notices 副本发至：域通联达法律通告
Phone: 电   话   号   码   :   +353   1   254   4766

Email: legal@internetregistry.info 电子邮件： legal@internetregistry.info

10.3. **Third-Party Beneficiaries**. The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

10.3．第三方受益人。协议各方明确同意，ICANN 是本协议的预期第三方受益人。除此以外，本协议不得被解释为本协议任何一方对任何非协议方创建任何义务，其中包括任何注册域名持有者。注册商明确承认，其并非注册局协议的预期第三方受益人。如本协议项下的任何规定与本条款相反，则以本条款为准。

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

10.4．各方关系。本协议中的任何内容都不应被解释为在协议各方之间建立雇主与雇员、代理、合伙或合资关系。

10.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of on-performance as soon as possible.

10.5．不可抗力条款。协议任何一方都不得因任何超出其合理控制的原因（"不可抗力事件"）导致的损失或损害向对方承担责任，不可抗力包括但不限于：叛乱或内乱、战争或军事行动、国家或当地紧急事件、政府或其他主管当局的行为或疏忽、遵守任何法定义务或执行命令、任何形式的工业纠纷（不论是否涉及协议任何一方的员工）、火灾、闪电、爆炸、洪水、沉降，天气异常恶劣以及协议各方皆无责任的人为行为或疏忽。在发生任何不可抗力事件且该事件对协议任一方履行本协议造成干扰时，此方应被豁免在此类干扰的最初 6 个月履行本协议的义务（付款义务除外），前提是此方应尽最大努力尽快避免或消除这种导致其无法履约的原因。

10.6. **Amendments**. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

10.6．修订。任何对本协议或本协议任何条款的修订、补充或修改，只有在协议双方书面签订的情况下才具有约束力。

10.7. Waivers. No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.7．弃权条款。本协议任何一方未能或未能及时行使本协议项下的任何权力、权利、特权或补救措施，皆不构成对该权力、权利、特权或补救措施的弃权；任何单一或部分行使或放弃任何此类权力、权利、特权或补救措施的行为皆不应排除进一步行使该项或任何其他权力、权利、特权或补救措施。任何一方都不应被视为已放弃任何因本协议而产生的索赔，或本协议项下的任何权力、权利、特权或补救措施，除非对该索赔、权力、权利、特权或补救措施的弃权以明确的书面形式正式签署，并代表该方正式交付；任何此类弃权，除其所在的特定实例外，将不适用于任何其他情况或对任何其他情况有任何影响。

10.8. **Entire Agreement**. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement 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.

10.8．整个协议。该协议（包括构成其一部分的附件）构成协议各方之间关于本协议标的物的全部协议，并取代之前有关该标的物的任何口头或书面的任何协议、陈述、声明、谈判、谅解、建议或承诺。

10.9. **Counterparts**. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

10.9．副本。本协议签订的所有副本均与原件完全相同，具有同等法律效力。此协议可以签署多份副本，所有副本一起应构成本协议。协议一方签名的传真副本应与其原始签名具有同等效果和效力。

10.10. The English language version of this Agreement shall be the sole governing language of the entirety of the Agreement. The Chinese language version acts as a non-governing guide to assist comprehension of the English language version, and has no legal purpose or effect.

10.10. 本协议的英文版本应是整个协议的唯一有效语言。中文版本并非协议的有效语言，仅作为参考，以协助理解英文版本，且中文版本并无任何法律目的或效力。

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

兹证明，本协议由各方于生效日期签署。

| TLD Registry Limited,
域通联达
~~First Floor, Fitzwilton House, Wilton Place, Dublin 2, Ireland~~

2 Grand Canal Square, Dublin 2, Ireland

Phone 电话: +353 766 801 435

Name:
 Arto Isokoski
姓名：易书麒
Title: CEO
职位：首席执行官
with a copy to:
副本发至：
Name: Taneli Tikka
姓名：狄克礼 | _____
(Registrar 注册商)

Name   姓   名   :

Title 职位: |

Exhibit   A:
REGISTRATION FEES

附件 **A** ： 注册费用

1. Domain-Name Initial Registration Fee

1. 域名初始注册费

The fees for 在线 (xn—3ds443g) (Dot Chinese Online) is set forward in this table:

在线 (xn—3ds443g)费用如以下表格所示：

Operation 操作:	Fee in US$ 以美元计费	Minimum Name Year Term 最短年限	Maximum Name Year Term 最长年限	Note 注释
DOMAIN CREATE-SUNRISE PERIOD 域创建优先注册期	150	2	2	
NON-REFUNDABLE APPLICATION FEE-SUNRISE PERIOD 不可退款的申请费-优先注册期	150	N/A 不适用	N/A 不适用	
DOMAIN CREATE-LANDRUSH 域创建抢注期	150	2	2	
DOMAIN CREATE-GENERAL REGISTRATION 域创建常规注册	~~26~~ 7.88	1	10	
DOMAIN RENEWAL 域续约	~~26~~ 7.88	1	10	
EPP TRANSFER 扩展供应协议转让	~~26~~ 7.88			Note 1 注释 1
EPP RESTORE 扩展供应协议还原	50			Note 2 注释 2

Note 1: Transfers of Sponsorship of Domain-Name Registrations

注释 **1**：域名注册赞助权转让

Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, TLD Registry will require the registrar receiving the sponsorship to request a renewal of one year for the name.

当域名的赞助权从 ICANN 委任的一个注册商转移到 ICANN 委任的另一个注册商时，域通联达将要求接受赞助权的注册商为该域名申请续约一年。

In connection with that extension, TLD Registry will charge a Renewal Fee for the requested extension as provided in the table above.

有关上述续约，域通联达将收取续约费，具体如上表所示。

The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

根据续约申请，上述转让将使协议期限延长，然而任何域名注册的续约期限最长为 10 年。在转让时，接受域名赞助权的 ICANN 委任注册商须全额支付续约费用。

Note 2: EPP Restore

注释 **2** ： 扩展供应协议（**EPP**）还原

Registrar shall pay TLD Registry a fee (the "Restore Fee") as defined in the table above, per Registered Name restored during the Redemption Grace Period; provided that TLD Registry reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances.

注册商须根据以上表格，为每个在"赎回宽限期"内还原的注册名称，向域通联达支付相关费用（"还原费"）；但域通联达有权在其自行决定下，在情有可原的情况下降低相关费用。

TLD Registry reserves the right to increase the Fees set forth above prospectively upon six months advance notice to Registrar.

域通联达有权通过提前 6 个月通知注册商的方式，提高上述费用。

2. PAYMENT SECURITY

2．支付安全

2.1 General Terms

2.1 通用条款

Registrar shall maintain a sufficient account balance to carry out its transactions with TLD 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.

注册商的账户上须保持足够的余额，以完成与域通联达的交易。如出现余额不足的情况，交易将无法完成。注册商只有和直到得到合理的保证有足够的注册费用时，才应进行注册。为实现此目的，可采取信用卡划款，为信誉良好的客户提供一般商业条款，或其他类似安全级别的付款机制，这些付款方式应能提供足够的保障，但支付义务在注册激活后，则不可更改且不可撤销。

2.2　No initial or minimum deposit required provided that Registrar is deemed creditworthy by TLD Registry. TLD Registry shall provide monthly invoice statements to the Registrar.

2.2 由各个注册商轮流

Exhibit B: Service Level Agreement

附件 **B** ：服务级别协议

TLD Registry LTD strives to provide a world-class level of service to its customers. This Service Level Agreement provides metrics and remedies to measure performance of the TLD Registry LTD and to provide accredited and licensed Registrars with credits for certain substandard performance by the Registry under the parties' Registrar License and Agreement.

域通联达有限公司致力于为其客户提供世界级水平的服务。本"服务级别协议"提供了相应的度量标准和补救措施，用以衡量域通联达有限公司的绩效，并根据相关的注册商许可和协议，就注册局提供的某些不合格服务，为经委任和许可的注册商提供信用点数。

DEFINITIONS

释义

1. Monthly Timeframe shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).

1．每月时限是指在格林威治标准时间（GMT）晚 00:00（午夜）开始和结束的每一个历月。

2. Planned Outage shall mean the periodic pre-announced occurrences when the SRS will be taken out of service for maintenance or care. By definition, this does not include Planned Outages or Extended Planned Outages.

2．计划中断应意味着定期预先公布的中断，此时共享注册系统（SRS）将暂停服务，以进行维护或保养。根据定义，这不包括多次计划中断或多次延长性计划中断。

3. Shared Registration System ("SRS") Availability shall mean when the SRS is operational. By definition, this does not include Planned Outages or Extended Planned Outages.

3．共享注册系统（"SRS"）的可用性应指 SRS 可供使用。根据定义，这不包括多次计划中断或多次延长性计划中断。

Registry Service Availability
注册局服务可用性

The availability of the service and key system components (SRS, WHOIS, Nameservers) must be compliant with the figures and terms included in the Registry Agreement between TLD Registry and ICANN dated 8 September 2013.

服务的可用性和关键系统组件（SRS，WHOIS，名称服务器）须符合域通联达与 ICANN 于 2013 年 9 月 8 日签署的注册局协议中包含的统计数字和术语。

Problem prioritization and immediate corrections will be conducted as follows:
问题的优先次序及立即改正将以如下方式进行：

Problems reported to or identified by Registry will be prioritised as follows during the 1st level support:
报告给注册局或由注册局识别的问题将在第一级支持期间按如下优先次序排列：

Priority 优先级别	Definition 定义
1	TLD is completely unavailable 顶级域完全无法使用
2	SRS, WHOIS, or both are completely unavailable SRS 或 WHOIS，或两者皆完全无法使用
3	SRS, WHOIS, are unavailable for 1 or some Registrars 一个或一些注册商无法使用 SRS 和 WHOIS
4	Non-vital part of the system (Archive, Backup, Test System) is not available 系统的非关键部分（存档、备份、测试系统）无法使用

Services will be provided in such a way that 90% of problems will be reported and followed up within the call-back target frequency, according to the problem priority:
服务的提供方式为：根据问题的优先级别，90％的问题在发出报告后，将在"回复目标频率"内得到回复。

Problem Priority 问题优先级别	Call-back target frequency 回复目标频率
1	10 minutes 10 分钟
2	30 minutes 30 分钟
3	Within 1 hour 1 个小时内
4	Initial call within 2 hours to give estimated completion, then by termination 两小时内初次回复，提供预期完成时间，然后由实际完成时间来定

Registry will use their best endeavors to correct the problems, according to the problem priority and problem resolution indicators table as follows:

注册局将根据问题的优先级别以及下表所示的问题解决指标，尽其最大努力改正问题：

Problem Priority 问题优先级别	Resolution Time Target 90% solved 解决时间目标 90%解决	Resolution Time Target 100% solved 解决时间目标 100%解决
1	5 minutes 5 分钟	10 minutes 10 分钟
2	1 hour 1 小时	2 hours 2 小时
3	2 hours 2 小时	4 hours 4 小时
4	4 hours 4 小时	1 day 1 日

Registry Service Performance

注册局服务绩效

The performance of the Registry Services has to be compliant with requirements defined in the Registry Agreement between TLD Registry And ICANN dated September 8 2013.

注册局的服务绩效须符合域通联达与 ICANN 于 2013 年 9 月 8 日签署的注册局协议规定的要求。

Performance specification 绩效说明	SRS 共享注册系统	Nameserver 名称服务器	WHOIS WHOIS
Service Availability 服务可用性	100% per calendar month 每个历月 100% 可用	100% per calendar month 每个历月 100% 可用	100% per calendar month 每个历月 100% 可用
Processing Time; Add, Modify and Delete 处理时间；添加、修改和删除	800 ms 800 毫秒		800 ms 800 毫秒
Processing time; WHOIS 处理时间；WHOIS			800 ms 800 毫秒
Processing Time: Nameserver Resolution 处理时间：名称服务器解析		300 ms 300 毫秒	
Update Frequency 更新频率		15 min 15 分钟	15 min 15 分钟
Planned Outage; Duration (maximum) 计划中断；持续时间（最长）	8 hrs/month 每个月 8 小时		8 hrs/month 每个月 8 小时
Planned Outage; Timeframe 计划中断；时限	00:00-23:00 UTC Saturday 世界标准时间周六 00:00-23:00		00:00-23:00 UTC Saturday 世界标准时间周六 00:00-23:00
Planned Outage; Notification 计划中断；通知	7 days 7 日		
WHOIS update interval, maximum WHOIS 最长更新间隔			15 min 15 分钟
WHOIS service planned outage, maximum WHOIS 最长服务计划中断时间			8 hrs/month (inc. SRS) 每个月 8 小时（包括 SRS）
WHOIS planned outage timeframe WHOIS 计划中断时限			00:00-23:00 UTC Saturday 世界标准时间周六 00:00-23:00
WHOIS planned outage notification, minimum WHOIS 计划中断通知的最短时间			7 days 7 日