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# .shop Registry-Registrar Agreement

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# Parties

This Registry-Registrar Agreement (the “Agreement”), dated as of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Effective Date”) has been entered into by and between:

1. **GMO Registry, Inc.**, a limited liability company duly incorporated and validly existing under the laws of Japan, with its principal place of business at Cerulean Tower, 26-1 Sakuragaokacho, Shibuya ku, Tokyo, JAPAN, hereby duly represented by Hiroya Tsukahara in his capacity as Chief Executive Officer of the company;

hereinafter referred to as “**Registry**”;

and

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ company duly incorporated and validly existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the company;

hereinafter referred to as “**Registrar**”;

hereinafter jointly referred to as “**Parties**” or, individually, as “**Party**”.

# Considerations

WHEREAS, the Registry has entered Registry Agreements with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, nameservers, and other equipment for the Top-Level Domains (TLD), .shop (“the TLD”) in which domain name registrations can be effectuated through accredited registrars.

WHEREAS, multiple registrars will provide Internet domain name registration services within the TLD;

WHEREAS, Registrar would like to become an accredited registrar with the Registry, in order to provide and render Domain Name Registration Services (as defined hereinafter) for and within the TLD operated by the latter;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

# Agreement

## Article 1. Definitions

1.1. “**API**”means the Application Program Interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.2. “**Confidential Information**” means any and all confidential or proprietary information and documentation of either Party, including the assets, infrastructure designs, technical information and data, customer and supplier names and information, customer lists, trade secrets, business processes, methodologies, tools, data, source and object code, and any commercially valuable information in whatever form relating to the other Party in as far as this information is not in the public domain or easily available.

1.3. “**Customer**” means any party requesting the Registrar to render Domain Name Registration Services in a TLD.

1.4. “**DNS**” means the Internet Domain Name System.

1.5. “**Domain Name Registration Services**” means the services described in Article 2.2. of this Agreement.

1.6. “**EPP**” means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

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

1.8. “**Personal Data**” means data about any identified or identifiable natural person.

1.9. “**Registered Name**” means a domain name within the TLD, consisting of two or more levels, of which Registry is 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).

1.10. “**Registrar Toolkit**” means the EPP, APIs and Registrar Console.

1.11. “**Registration Fees**” means fees paid by Registrar for initial and renewal registrations and other incidental and ancillary services provided by Registry.

1.12. “**Registrant**” means the person or entity in whose name a Domain Name is registered.

1.13. “**Registry Agreement**” means the agreement between ICANN and Registry for the operation of the .shop TLD.

1.14. “**Registry Web Site**” means the various pages and websites available under or related to nic.shop including any web sites created by the Registry relating to a particular TLD.

1.15. “**Registry Services**” means the services Registry provides under the Registry Agreement for each TLD defined as follows: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and domain servers; provision to registrars of status information relating to the zones servers for the TLD; dissemination of TLD zone files; operation of the Registry DNS servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by the Registry Agreement; and (b) other products or services that Registry is required to provide because of the establishment of an ICANN Consensus Policy; (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) any material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.16. “**Registry System**” means the shared registry system operated by the Registry for registration of Domain Names in the .shop TLDs.

1.17. “**TLD**” means a top level domain of the DNS.

1.18. “**TLD Policies**” means the applicable terms and conditions for the registration of a Domain Name in the .shop TLD, including the annexes and any and all interpretative guidelines published by the Registry in relation thereto, as may be amended from time to time.

1.19. “**UDRP**” means the Uniform Dispute Resolution Policy, as adopted by ICANN and as described at <http://www.icann.org/dndr/udrp/policy.htm>.

1.20. “**URS**” means the Uniform Rapid Suspension (System).

1.21. “**URS Complainant**” means the party that initiates a URS complaint in regard to a domain name.

1.22. “**WHOIS Service**” means the WHOIS Service available via Port 43 in accordance with RFC 3912, and the web-based Directory service that provides free public query-based access to the elements described in Specification 4 of the respective Registry Agreement.

## Article 2. Object of this Agreement

2.1. Registry grants to Registrar, who accepts,

* the non-exclusive right to render the Domain Name Registration Services to its Customers in accordance with the applicable TLD Policies, and, for such purposes; and
* non-exclusive, non-transferable, worldwide limited license to use the Registry System, the Registrar Toolkit and the WHOIS Service in the rendering of Domain Name Registration Services and related services,

under the terms and conditions set out below.

2.2. The Domain Name Registration Services that shall be offered by the Registrar hereunder, as the case may be in each of the respective TLDs, shall comprise the following:

* the submission of requests for the registration of a Domain Name in a particular TLD operated by the Registry; and
* the management, renewal, redemption, cancellation, and transfer of registered Domain Names for their Customers;

 as further detailed in this Agreement and the respective TLD Policies.

## Article 3. Accreditation

3.1. Registrar immediately becomes accredited upon signing this Agreement, however the requirements in the following paragraph must be met before Registrar can begin submitting domain name applications or registering domain names.

3.1.2. (a) Registrar must have signed ICANN’s 2013 Registrar Accreditation Agreement (“RAA”) or any succeeding RAA; and

 (b) Registrar must have completed Trademark Clearinghouse integration testing and comply with any other Trademark Clearinghouse requirements and processes in order to participate in any Sunrise phase or to submit registrations during the Trademark claims period.

3.2. Registrar acknowledges and accepts that the accreditation obtained hereunder shall at all times be non-exclusive, and that the Registry shall be entitled to accredit other ICANN accredited registrars for the offering and rendering of Domain Name Registration Services and related services.

## Article 4. Obligations of the Registry

**4.1. Registry Services**

Registry shall be responsible for the organization, administration and management of the TLDs. It shall perform these tasks in accordance with Registry Agreements entered into with ICANN and any applicable ICANN Policies. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

**4.2. Access to the Registry System**

Throughout the Term of this Agreement, Registry shall operate, or have operated, the Registry System and shall provide Registrar with access to the Registry System for the purpose of transmitting domain name registration information to the Registry System. Registry shall provide the Registrar Toolkit to the registrar no later than three business days after the Effective Date of this Agreement or immediately upon release of the toolkit, whichever is later.

**4.3. Maintenance of Registrations Sponsored by the Registrar**

Registry shall maintain, in accordance with the TLD Policies, the registration of Domain Names registered by Registrar in the Registry System during the term for which the Registrar has paid relevant fees.

**4.4. Engineering and Customer Service Support**

Registry shall provide the Registrar throughout the term of this Agreement, 24-hour emergency support by telephone and email 7 days a week, 365 days a year, as well as reasonable technical and customer service support. Under no circumstances will the Registry render any support to Registrar’s customers or prospective customers.

**4.5. Handling of Personal Data**

Registry shall notify the Registrar of the purposes for which any Personal Data submitted by the Registrar is collected and used, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars.

Registry may from time to time use the aggregated demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided such use is for internal business operations only, and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use. Registry will not share, sell, rent or otherwise disclose such data to any third parties.

**4.6. Registry Performance Specifications**

Registry shall comply with the Registry Performance Specifications set forth in Exhibit A as required by the Registry Agreement for the .shop TLD.

**4.7. Registry Data Directory Service**

If required by ICANN, Registry will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service providing free public query-based access to the elements described in Specification 4 of the Registry Agreements. In the event ICANN specifies alternative formats and procedures and upon such specification, Registry will implement such alternative specifications as soon as reasonably practicable.

**4.8. Changes to System**

Registry may from time to time make modifications to the Registrar Toolkit that will modify, revise or augment the features of the Registry System. Registry will provide Registrar with at least one hundred and twenty (120) calendar days notice prior to the implementation of any material changes to the EPP, APIs or Registrar Console licensed hereunder.

**4.9. Data Escrow**

Registry shall submit data consisting of all Registry objects required to provide all of the Registry Services to an independent data escrow agent, in accordance with the requirements of Specification 2 of the Registry Agreement.

**4.10. ICANN Requirements**

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

**4.11. Zone Files**

Registry will provide Registrar access to such zone files, which will be updated, and made available to Registrar, by Registry once every 24 hours. Registry will provide Registrar with a daily file containing a list of all domains that are not available to be registered, including, but not limited to restricted and/or reserved domains that have not been registered. Registry will provide Registrar with a daily file that includes a list of all domains (with registration, renewal and redemption costs) that are priced different than the standard pricing.

**4.12 Authorization Codes.**

Registry will notify registrar in writing of any modification to an <authinfo> code for a given domain. If and when an RFC standard is adopted that provides for notice of <authinfo> modification by EPP poll event, then the registry will promptly implement the RFC.

If implemented the registry would notify the sponsoring registrar of such modifications via EPP poll event within 300 seconds of modification.

## Article 5. Obligations of Registrar

**5.1. Accreditation of Registrar**

Throughout the Term of this Agreement, Registrar shall maintain in full force and effect its ICANN accreditation for the Registry TLDs.

**5.2. Registrar Responsibility for Customer Support**

Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion redemption or transfer of Registered Names, and (ii) provide customer support, including (but not limited to) domain name record support, technical and billing support, and rendering the Domain Name Registration Services.

**5.3. 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 Registrant. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry under this Agreement.

**5.4. Terms and Conditions**

Registrar shall comply with, and include in its Registrant Agreement the following:

5.4.1. Registrant shall comply with all applicable laws and government regulations.

5.4.2. Registrant shall comply with all ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

5.4.3. Registrant shall comply with all operational standards, policies, procedures, and practices for the Registry System established from time to time by Registry.

5.4.4. Registrar shall require registrants to indemnify, defend and hold harmless the Registry, including its directors, officers, employees, subcontractors and agents, to the maximum extent required by law, from and against any claims, damages, liabilities, costs and expenses arising out of or relating to any application and/or request for the registration of a Domain Name made hereunder, the registration of a Domain Name and/or the use of a Domain Name; such obligation to indemnify, defend and hold harmless the Registry shall survive the termination of the Registrant Agreement.

5.4.5. Registrant shall update or correct registration information during the registration term of a Registered Name.

5.4.6. Registrant shall acknowledge and accept that the Registry may make use of such Registrant’s Personal Data, which use includes the processing, copying, publishing, modifying and making available through the WHOIS Service, of any such data, and authorize its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, and for the sole purposes of allowing the Registrar to render the Domain Name Registration Services hereunder.

5.4.7. Registrant shall adhere to Domain Name Dispute resolution proceedings under the UDRP and URS System concerning registered Domain Names, where applicable.

5.4.8. Registrant shall agree to be bound by the terms and conditions of the initial launch phases of the TLD, the Sunrise period, and the corresponding dispute resolution processes, as set out in the TLD Policies, and shall acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period, including, but not limited to: (a) the ability or inability of a registrant to obtain a domain name registration during this period, and (b) the results of any dispute procedures.

5.4.9. Registrant agrees to higher renewal pricing for a domain name where, at the time of the initial registration of the domain name, clear and conspicuous disclosure of such renewal pricing was made.

5.4.10. Registrant shall be prohibited from using a Registered Name for distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

5.4.11. Registrant shall acknowledge and agree that 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 Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) in the event of an occurrence of one of the prohibited activities listed in Article 5.4.10. or (6) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

**5.5. Data Submission Requirements**

As part of its registration and sponsorship of Registered Names in the .shop 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. The Registrar is responsible for maintaining accurate and up-to-date registration information, and the Registrar shall submit any updates or corrections from the Registrant in a timely manner.

**5.6. Security**

5.6.1. 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 access to or 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 email, 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 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, Registry may require other reasonable security provisions to ensure that the Registry System is secure.

5.6.2. Each EPP session shall be authenticated and encrypted using an SSL certificate issued by a Certificate Authority agreed to upon by Registrar. Registrar agrees that it shall not disclose any password provided by Registry except to Registrar’s employees with a need to know. Registrar agrees to notify Registry within four (4) hours of learning that any such password has been compromised in any way or if the digital certificate or encryption key used for secure communication with Registry has been revoked by the issuing Certification Authority or compromised in any way.

**5.7. 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 and the APIs in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Registry may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System, without the Registrar being entitled to any damages as a result thereof. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry. Except in the case of an emergency, Registry will provide advance notice via email and phone call to Registrar’s technical contact of any temporary suspension or restriction, except where Registry is prevented from doing so due to an emergency.

**5.8. Time**

In the event of any dispute concerning time of entry of a domain name registration into the registry database, the time shown in Registry records shall control. Registry agrees to use well-known NTP server to synchronize system clocks to promote system synchronicity.

**5.9. Transfer of Registration Sponsorship**

Transfers of Domain Names from and to Registrar shall be effectuated in accordance with the Policy on Transfer of Registrations between Registrars as may be amended from time to time by ICANN.

**5.10. URS Procedures**

5.10.1. 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.

5.10.2. 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).

**5.11. Registrar’s Resellers**

Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry TLD. Without prejudice, Registrar will in any event remain fully responsible for Resellers’ compliance with all obligations under this Agreement.

## Article 6. Trademark License & Marketing Materials

**6.1. Trademark License**

Upon execution of this Agreement, the Registry grants to the Registrar a revocable, royalty-free, non-exclusive, non-sublicensable right to use the Trademarks relating to each of the TLDs in which the Registrar shall render Domain Name Registration Services, to be used by the Registrar solely in connection therewith. Any such use must be in conformity with the Registry’s usage guidelines, as may be amended by the Registry from time to time.

Registrar shall immediately cease the use of the Trademarks (including any other identical or confusingly similar sign) upon (i) termination of this Agreement, or (ii) following receipt of a notification by the Registry in accordance with Article 13.8. hereof.

**6.2. Marketing Materials**

From time to time Registry will provide marketing materials, collateral and usage guidelines regarding such to Registrar. Registrar agrees to use the materials and collateral in accordance with the usage guidelines, as may be amended by the Registry from time to time, and the terms of this Agreement.

## Article 7. Fees

**7.1. Registration Fees**

Registrar agrees to pay Registry the non-refundable fees set forth in Exhibit B for initial and renewal registrations and other incidental and ancillary services provided by Registry (collectively, the "Registration Fees"). Registry reserves the right to revise fees at any time, provided that Registry shall provide notices to Registrar in compliance with Section 2.10 (Pricing for Registry Services) in the Registry Agreement, and with paragraph 7.1.1 below, prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship.

**7.1.1 Revision of Registration Fees.** Notwithstanding the provisions of paragraph 7.1 above, the following additional notice requirements shall apply:

**7.1.1.1 Initial Registrations.**With respect to changes in fees for initial domain name registrations for which Registry is required to provide ninety (90) days prior notice to Registrar, in the event that Registry desires to effect such fee changes more than two (2) times in any calendar year, Registry shall provide 180 days’ notice of any such additional change; and

**7.1.1.2 Tiered Registration Pricing.** With respect to fees for initial domain name registrations during any period in which standard wholesale pricing for the TLD is charged on a tiered basis (“Tiered Pricing”), Registry shall provide one hundred and twenty (120) days’ notice of any change in such fees. The notification on price change applies to both a) the change in value of a tier, as well as b) the moving of one or more domain name(s) from one tier to another.

**7.2. Variable Registry-Level Fees**

Registrar agrees to pay Registry any applicable Variable Registry-Level fees assessed to Registry Operator by ICANN, as required by Section 6.3 of the ICANN Registry Agreements by no later thirty (30) days after the date of an invoice from Registry for such fees.

The Variable Registry-Level Fee may consist of two components, a per-registrar component and a transactional component, calculated by ICANN for each Registrar:

(i) The per-registrar component will be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year.

 (ii) The transactional component will be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year, but shall not exceed US$0.25 per domain name registration (including renewals associated with transfers from one ICANN accredited registrar to another) per year.

**7.3. Payment of Registration Fees**

Prior to making any billable transactions, the Registrar will establish a Deposit Account or a Credit Account, accepted by the Registry, which acceptance will not be unreasonably withheld.

In the case of a Deposit Account, Registration Fees will be deducted from the deposit as soon as the transaction is confirmed.

In the case of a Credit Account, Registry shall issue invoices on a monthly basis for all Registration Fees incurred in the previous month. Payment is due within thirty (30) days of the invoice date.

Registry may charge interest on overdue payments at a rate of 1% or the maximum rate allowed by law, whichever is higher. In addition, registration of domain names may be suspended and new registrations, renewals and transfer requests not be accepted until payment is received. Failure to remit Registration Fees within sixty (60) days shall be deemed a breach of this Agreement.

The Registry may, at its discretion, require Registrar to maintain a cash deposit.

## Article 8. Confidentiality

8.1. Each Party undertakes and agrees to keep secret and confidential all Confidential Information received from the other Party and not reveal such Confidential Information to any person except such responsible employees, contractors, sub-contractors and agents of such Party who have a demonstrable need to know. Each Party must ensure that its employees, contractors and agents comply with the confidentiality obligations contained in this Article and acknowledges that it is fully liable for any breach by its employees, contractors or agents of the obligations contained in this Article.

8.2. The receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from the disclosing Party.

8.3. Each Party shall immediately notify the other Party upon learning of any unauthorized use or disclosure of any Confidential Information of the other Party.

8.4. The obligations defined in this Article shall not apply if disclosure is required by law or by a legally binding order of any court or government body or authority (but only to the extent of such Confidential Information which is required to be disclosed by such law or order).

8.5. Information shall not be considered Confidential Information to the extent that such information: (i) is or becomes part of the public domain, generally known or available to the public other than as a result of an unauthorized disclosure by the Party having received this Confidential Information from the other Party; (ii) is Confidential Information which the receiving Party was legally entitled to know (as shown by appropriate records) prior to the date of disclosure by the Party disclosing Confidential Information; (iii) is lawfully obtained from a third party who is legally entitled to possess and provide the information to the Party having received this Confidential Information; or (iv) is shown through documentation to have been independently developed by one Party without reference to any Confidential Information of the other.

## Article 9. Intellectual Property

9.1. Registrar expressly acknowledges and accepts that Registry and its licensors hold any and all Intellectual Property Rights regarding the Registry System, the WHOIS Service and any and all data contained therein.

9.2. Registry grants to Registrar a limited, non-exclusive license to use the Registry System and the Registrar Toolkit in the rendering of Domain Name Registration Services.

## Article 10. Limitation of Liability; Disclaimer; Indemnification

10.1. TO THE EXTENT ALLOWED UNDER MANDATORY LAW, AND WITH THE EXCEPTION OF INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS. EITHER PARTY SHALL ONLY BE LIABLE WHERE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IS PROVEN. IN NO EVENT SHALL EITHER PARTY BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSS OF PROFITS OR BUSINESS INTERRUPTION, WHETHER CONTRACTUAL, BASED ON TORT (INCLUDING NEGLIGENCE) OR OTHERWISE ARISING, RESULTING FROM OR RELATED TO REGISTRATION OR USE OF A DOMAIN NAME OR TO THE USE OF THE REGISTRY SYSTEM OR REGISTRY WEB SITE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO DECISIONS TAKEN BY THE PARTY TO REGISTER OR NOT TO REGISTER A DOMAIN NAME ON THE BASIS OF THE APPLICABLE RIGHTS PROTECTION MECHANISMS AND PROCESSES.

TO THE EXTENT ALLOWED UNDER MANDATORY LAW, THE PARTIES’ LIABILITY FOR DAMAGES SHALL IN ANY CASE BE LIMITED TO THE FEES CHARGED BY THE REGISTRY TO THE REGISTRAR IN RELATION TO THE DOMAIN NAME TRANSACTION CONCERNED.

10.2. REGISTRAR EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT THE REGISTRY SYSTEM, THE REGISTRAR TOOLKIT, AND ANY AND ALL OTHER MATERIALS AND SOFTWARE PROVIDED BY OR ON BEHALF OF THE REGISTRY (INCLUDING DOCUMENTATION AND MANUALS) ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITHOUT ANY WARRANTY OF ANY KIND. THE REGISTRY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. REGISTRY DOES NOT WARRANT THAT ANY SOFTWARE PROVIDED TO REGISTRAR HEREUNDER WILL (i) CONTAIN ANY AND ALL FUNCTIONS THAT MEET THE REGISTRAR’S REQUIREMENTS, (ii) INTERFACE WITH THE REGISTRAR’S EXISTING OR FUTURE SYSTEMS, (iii) ALLOW THE REGISTRAR TO ACHIEVE THE ENVISAGED RESULTS OR EFFECTS, OR (iv) OPERATE ERROR-FREE OR UNINTERRUPTED, AND THAT ANY SUCH ERRORS WILL BE CORRECTED OR INTERRUPTIONS REPAIRED.

10.3. Registrar shall indemnify and hold harmless the Registry, its directors, officers, employees, agents and officials from and against any and all losses, liabilities, damages and expenses (including reasonable attorney’s fees and expenses as incurred) which it may incur or be obligated to pay in any action, claim or proceeding against it, for or by reason of acts,

whether of omission or commission, that may be committed or suffered by Registrar or any of its directors, officers, employees, agents and officials in connection with Registrar’s performance of this Agreement. The provisions of this Article and Registrar’s obligations hereunder shall survive any termination or rescission of this Agreement.

10.4. Registry, will indemnify, defend and hold harmless Registrar and their employees, directors, officers, representatives, agents, against any claim, suit, action, or other proceeding brought against Registrar based on, arising from or related to: (i) Registry’s breach of this Agreement or; (ii) infringement of the APIs, EPP, Registry Tool Kit, or Registry System; provided, however, that in any such case: (a) Registrar provides Registry with prompt notice of any such claim, and (b) upon Registry’s written request, Registrar will provide to Registry all available information and assistance reasonably necessary for Registry to defend such claim, provided that Registry reimburses Registrar for its actual and reasonable costs incurred in connection with providing such information and assistance. Registry 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 Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

10.5. For the purposes of this Article, the term “Registry” also refers to its subcontractors and agents, and each of their respective directors, agents and employees.

## Article 11. Insurance

11.1. Registrar shall procure and maintain throughout the term of this Agreement in full force and effect, at its own expense and without limiting its liabilities under this Agreement, comprehensive contractual and professional liability insurance in relation to its responsibilities in this Agreement, to provide reasonable compensation for losses, with a reputable insurance company with good standing and rating.

11.2. Registrar shall provide the Registry with a certificate from the applicable insurance company certifying the above at any point in time upon Registry’s reasonable request.

## Article 12. Term and Termination

12.1. This Agreement shall enter into force on the date of the Effective Date and shall, unless earlier terminated in accordance with the provisions of this Agreement, expire on the last day of the calendar month which is twelve (12) months after the Effective Date. The Term of this Agreement shall be automatically renewed for additional one year periods unless either Party provides to the other a termination notice in writing at least thirty (30) days prior to the expiry of the initial or renewed Term.

**12.2. Termination at Option of Registrar**

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

**12.3. 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 (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.

**12.4. Termination upon Loss of Registrar's Accreditation.**

This Agreement shall terminate in the event of the expiry without renewal or termination, for whatever reason, of the Registrar’s ICANN Registrar Accreditation Agreement.

**12.5. Termination in the Event of Termination of Registry Agreement**

This Agreement shall terminate in the event that the Registry Agreement with ICANN is terminated or expires without Registry entering into a subsequent Registry Agreement with ICANN.

**12.6. Termination in the Event of Bankruptcy**

Either Party shall be entitled to terminate this Agreement with immediate effect in the event the other Party files a petition for insolvency, bankruptcy or dissolution, is declared insolvent or bankrupt, is dissolved, proposes to assign, assigns or is ordered to assign all or part of its property for the benefit of creditors or otherwise, or in case such Party seeks the appointment of a trustee in bankruptcy, receiver or liquidator of all or part of such Party’s business or assets has been appointed.

**12.7. Effect of termination**

Upon termination of this Agreement:

12.7.1. Registrar shall cease (i) all use of the Registry System, including the Registry’s Trademarks, and (ii) to present itself as “accredited registrar” of the Registry;

12.7.2. Registrar shall immediately transfer to another registrar that has received an accreditation from the Registry the Domain Names it has registered in each of the TLDs in accordance with the instructions provided by the Registry, and in compliance with any procedures established or approved by ICANN;

12.7.3. 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 Registry for Registration Fees are current and timely.

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

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

12.7.6. Notwithstanding the foregoing, Registrar reserves the right to stop sponsoring new registrations or transfers of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions or transfer of Registered Names.

**12.8. Survival**

The following provisions shall survive the termination of this Agreement: Articles 1, 8, 10, and 14.

## Article 13. Miscellaneous

**13.1. Headings**

The headings of the articles and paragraphs of this Agreement are for convenience only and in no way limit or affect the terms and conditions of this Agreement.

**13.2. Entire Agreement between Parties**

This Agreement sets forth and constitutes the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, promises, proposals or undertakings, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed to create any obligation by either Party to any non-party to this Agreement, including any Customer and/or Domain Name Holder.

**13.3. Amendments**

Registry may amend the Registry-Registrar Agreement from time to time; provided, however that any material revisions thereto must be approved by ICANN before any such revisions become effective and binding on Registrar. Registry will provide ICANN and all Registrars at least one hundred and twenty (120) calendar days written notice of any revisions to the Registry-Registrar Agreement before any such revisions become effective and binding on any Registrar.

**13.4. Assignment**

Unless expressly provided for by the Registry Agreements or otherwise herein,neither Party may assign any right or obligation hereunder without the written consent of the other Party, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties’ respective successors and assigns. 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.

**13.5. Severability**

If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect.

**13.6. Waiver**

No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by the Party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Agreement. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

**13.7. Relationship of the Parties**

Parties are independent contractors under this Agreement, and nothing in this Agreement creates a partnership, joint venture, employee, or agency relationship between the Parties for any purpose. Neither Party has any express or implied authorization to incur, or attempt to incur, on the other Party any obligation, or to bind or commit, or attempt to bind or commit, in any other manner the other Party for any purpose. Registrar will be and remain fully responsible for its products, services, and all other arrangements with its Customers, including providing warranties, maintenance and support. In no way will a Party be liable to the other Party, its directors, employees, agents or third parties for any losses, injuries, damages or the like occasioned by the latter Party's own activities in connection with this Agreement, except as expressly provided herein.

**13.8. Notices**

All notices to be given under this Agreement shall be given in writing at the address of the appropriate Party as set forth below, unless that Party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient’s facsimile machine or email server.

 if to Registry, addressed to:

 GMO Registry, Inc.

Attention: Hiroya Tsukahara, Chief Executive Officer

Cerulean Tower,

26-1 Sakuragaokacho,

Shibuya-ku,

Tokyo, JAPAN

Email: legal@gmoregistry.com

Fax: +81-3-3780-2611

 if to Registrar, addressed to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Registrar)

Attn.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (country)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (email)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (fax)

**13.9. Compliance with Law**

Either Party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other Party to be in violation thereof in the execution of this Agreement.

**13.10. Preventing transactions with anti-social forces**

13.10.1 The Parties hereby represent and warrant to the other Party, as of the date hereof that;

(a) none of the Parties, the subsidiaries of and/or the affiliates of the Parties nor their officers, employees, agents or major shareholders (collectively hereafter “stakeholders”) fall under the category of anti-social forces (including but not limited to organized crime groups, a person who is a member of an organized crime group (as defined in Article 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Japanese Act No. 77 of 1991, as amended) ) or engage or cooperate in the preservation and operation of such forces through funding or other similar activities:

(b) neither the Parties, the subsidiaries of and/or the affiliates of the Parties nor their stakeholders have been or are threatened to be included on the Specially Designated Nationals and Blocked Persons List (the “SDN List”) maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, nor have they been or are threatened to be owned or controlled by any individual or entity who is included on the SDN List.

(c) To the Party’s knowledge, neither Party accepts demands from anti-social forces under any circumstances and have no relations whatsoever with anti-social forces.

13.10.2 The Parties hereby covenants that it shall not accept any demands from anti-social forces under any circumstances during the term of this Agreement.

13.10.3 The Parties acknowledge and agreed that both parties are entitled to terminate all Agreements made and entered into between the Parties with immediate effect by written notice, if there is an ongoing breach of any of the representations and warranties or covenants contained in 13.10.1 or 13.10.2 above.

**13.11. Language**

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

## Article 14. Applicable Law and Jurisdiction

**14.1. Applicable Law**

This Agreement shall be governed by the laws of Japan, without regard to the principles of conflict of laws, and with the same force and effect as if fully executed and to be performed therein.

**14.2. Good Faith Negotiations**

Parties shall attempt in good faith to resolve any dispute through senior level negotiations.

**14.3. Dispute Resolution**

Any disputes arising out of or relating to this Agreement may be referred to and determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce (ICC). The arbitral tribunal shall consist of a single arbiter. The place of arbitration shall be Tokyo, Japan and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any Party’s right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Tokyo, Japan.

IN WITNESS WHEREOF, each of the Parties have caused their authorized representatives to execute this Agreement as of the date set forth in the first paragraph hereof.

|  |  |
| --- | --- |
| **GMO Registry, Inc.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Hiroya TsukaharaChief Executive Officer(Date) | (**Registrar)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)(Name)(Title)(Date) |

**Exhibit A: Registry Performance Specifications**

1. **Definitions**

1.1. **DNS**. Refers to the Domain Name System, as specified in RFCs 1034, 1035, and related RFCs.

1.2. **EPP**. Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

1.3. **IP address**. Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

1.4. **RDDS**. Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement between Registry Operator and ICANN.

1.5. **RTT**. Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

1. **Service Level Agreement Matrix**

Registry commits to meeting the following Service Level Requirements (SLRs) in accordance with its Registry Agreement for each TLD.

|  |  |  |
| --- | --- | --- |
|  | **Parameter** | **SLR (monthly basis)** |
| **DNS** | DNS service availability | 0 min downtime = 100% availability |
|  | DNS name server availability | ≤ 432 min of downtime (≈ 99%) |
|  | TCP DNS resolution RTT | ≤ 1500 ms, for at least 95% of the queries |
|  | UDP DNS resolution RTT | ≤ 500 ms, for at least 95% of the queries |
|  | DNS update time | ≤ 60 min, for at least 95% of the probes |
| **RDDS** | RDDS availability | ≤ 864 min of downtime (≈ 98%) |
|  | RDDS query RTT | ≤ 2000 ms, for at least 95% of the queries |
|  | RDDS update time | ≤ 60 min, for at least 95% of the probes |
| **EPP** | EPP service availability | ≤ 864 min of downtime (≈ 98%) |
|  | EPP session-command RTT | ≤ 4000 ms, for at least 90% of the commands |
|  | EPP query-command RTT | ≤ 2000 ms, for at least 90% of the commands |
|  | EPP transform-command RTT | ≤ 4000 ms, for at least 90% of the commands |

**Exhibit B: .shop Fees**

As of the Effective Date of this agreement, fees relating to the registration of domain names in the .shop TLD are as follows.

**1. Domain Name Initial Registration Fee per year: USD24**

**2. Domain Name Renewal Fee per year: USD24**

**3. Domain Name Transfer:** Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another, Registry will require the registrar receiving the sponsorship to request a renewal of one year for the name. The Registry will charge a standard or premium Renewal Fee for the requested transfer. The transfer shall result in an extension of the registration according to the renewal request, subject to a ten-year maximum on the future term of any domain name registration.

**4. Restore Fee:** For domain names restored during the Redemption Grace Period, the Registry will charge a fee of **USD120** in addition to the Renewal Fee.

**5. Bulk Transfer Fee:** For a bulk transfer approved by ICANN under ICANN’s Policy on Transfer Registrations between Registrars, Registrar shall pay Registry USD0 for transfer of 50,000 names or fewer, or **USD50,000** for transfers of more than 50,000 names.

**6. Registration, Application, and Renewal Fees for Sunrise Registrations**

**Sunrise Application Fee: USD0**

**Sunrise Registration Fee: USD1,000 \*Refundable in the event the application does not result in a registration**

**Sunrise Renewal Fee: USD24 \*Effective December 20, 2016**

**7. Early Access Program Application and Registration Fees**

Early Access Program fees are listed in the table below. The application is a one-time, non-refundable early access fee charged in addition to the standard registration fee. Premium names will also be available for registration during the Early Access Program. The corresponding Application Fee and Premium Registration fee will apply. Non-premium domain names registered during EAP renew at the standard renewal fee.

|  |  |  |
| --- | --- | --- |
| **Program Stage** | **Application Fee** | **Registration Fee** |
| Stage 1 | USD 25,000 | USD 24 |
| Stage 2 | USD 10,000 | USD 24 |
| Stage 3 | USD 2,500 | USD 24 |
| Stage 4 | USD 1,000 | USD 24 |
| Stage 5 | USD 500 | USD 24 |
| Stage 6 | USD 250 | USD 24 |
| Stage 7 | USD 100 | USD 24 |

**8. Premium Tiered Pricing**

|  |  |  |
| --- | --- | --- |
| **Program Stage** | **Registration Fee** | **Renewal Fee** |
| Tier 1 | USD 100,000 | USD 100,000 |
| Tier 2 | USD 50,000 | USD 50,000 |
| Tier 3 | USD 25,000 | USD 25,000 |
| Tier 4 | USD 10,000 | USD 10,000 |
| Tier 5 | USD 5,000 | USD 5,000 |
| Tier 6 | USD 2,000 | USD 2,000 |
| Tier 7 | USD 1,000 | USD 1,000 |
| Tier 8 | USD 500 | USD 500 |
| Tier 9 | USD 250 | USD 250 |
| Tier 10 | USD 100 | USD 100 |