

Registry-Registrar Agreement



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Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement"), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ , is made and entered into by and between Telnic Limited, a private limited company incorporated in the United Kingdom, with its principal place of business located at 16 Charles II Street, London, SW1Y 4NW, United Kingdom ("Registry"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Registrar"). Registry and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Registry has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate and act as Sponsoring Organization for the .tel top-level domain;

WHEREAS, multiple registrars will provide Internet domain name registration services within the .tel top-level domain; and

WHEREAS, Registrar wishes to act as a registrar for domain names within the .tel top-level domain.

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

1. DEFINITIONS

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| ***Acceptable Use Policy*** | the Acceptable Use Policy, as published by the Sponsoring Organisation on the Registry Web Site and as may be properly amended or modified from time to time. |
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| ***APIs*** | the application program interfaces by which Registrar may interact, through the EPP, with the Registry System. |
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| ***Confidential Information*** | 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 (as defined in Section 5.1) to the Receiving Party (as defined in Section 5.1) 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. |
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| ***DNS*** | the Internet domain name system. |
| ***Domain Name*** | a second level domain name within the domain of the Registry TLD about which the Registry or an affiliate engaged in providing Registry Services maintains data in the Shared Registry System, arranges for such maintenance, or derives revenue from such maintenance.  A name in the Shared Registry System may be a Domain Name even though it does not currently appear in the Registry TLD zone file. |
| ***Domain Name Application*** | a request for registration of a Domain Name made by a Registrar. |
| ***Domain Name Holder*** | an individual, organisation or company holding a Domain Name registration. |
| ***DPA*** | the Data Protection Act 1998 (UK). |
| ***Effective Date*** | the date first set forth above. |
| ***EPP*** | the Extensible Provisioning Protocol, which is the protocol used by the Registry System. |
| ***ICANN*** | the Internet Corporation for Assigned Names and Numbers. |
| ***ICANN Requirements*** | any requirements, consensus or other policies and procedures developed and promulgated by ICANN that are applicable to the Registry TLD. |
| ***IETF*** | the Internet Engineering Task Force. |
|  |  |
| ***Personal Data*** | data about any identified or identifiable natural person, and any data that is "Personal Data" for the purposes of the DPA. |
| ***Price List*** | the list of fees published by Registry from time to time. The Registry’s Price List: (i) contains the most current fees; (ii) will be made available online on a website or other method to be advised by Registry from time to time; and (iii) is subject to change from time to time as described in the clause 2.10 of the Registry Agreement and in this Agreement. |
| ***Registrar Tool Kit*** | comprises the EPP, APIs and Software, as each of the foregoing may be modified and made available to Registrar by Registry from time to time. |
| ***Registration Agreement*** | the Domain Name registration agreement between Registrar and a Domain Name Holder. |
| ***Registry Agreement*** | the Registry Agreement between Registry and ICANN (or its assignee), for the operation of the Registry TLD, as properly amended or renewed from time to time.  |
| ***Registry Database*** | a database comprised of data about one or more DNS Domain Names that is used to generate either DNS resource records that are published authoritatively or responses to Domain Name availability lookup requests or Whois queries, for some or all of those names. |
| ***Registry Services*** | is defined in the Registry Agreement. |
| ***Registry Services Provider*** | refers to Neustar, Inc. |
| ***Registry System*** | the system operated by Registry for Domain Names in the Registry TLD. |
| ***Registry TLD*** | the .tel top level domain. |
| ***Registry Web Site*** | the web site operated for the Registry TLD by the Registry. |
|  |  |
| ***RFC*** | a Request for Comment published in the RFC Repository maintained by the IETF. |
| ***Service*** | the services provided by the Sponsoring Organisation, Registry or Registrar in relation to the Registry TLD. |
| ***Shared Registry System*** | the Registry system that allows Registrars to register, renew and maintain Domain Names. |
| ***Software*** | reference client software intended to allow Registrar to develop its system to register second-level Domain Names through the Registry System. |
| ***Sponsoring Organisation*** | the entity responsible for the policies and deployment principles of the Registry TLD. As at the Effective Date, the Sponsoring Organisation is Registry. |
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| ***Term*** | the term of this Agreement, as set forth in Section 8.1. |
| ***TLD Requirements*** | the requirements, standards, policies and procedures for the Registry TLD that are adopted by Registry and/or the Sponsoring Organisation, as may be properly amended or modified from time to time. |

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

When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article or Section of, or an Exhibit to, this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

Nothing in this Agreement entitles Registrar to enforce any agreement between Registry and ICANN.

1. OBLIGATIONS OF REGISTRY
	1. Access to Registry System

. Throughout the Term of this Agreement, 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.

* 1. Suspension of Access to the Registry System.

 In the event of degradation of the Registry System or other event that in the Registry’s opinion affects the security or stability of the Registry System, the Registry may, in its sole discretion, temporarily suspend or restrict the Registrar's access to the Registry System. Except in the case of an emergency, Registry will provide advance notice via email and phone call to Registrar’s technical contact. To the extent reasonably practicable, the Registry will provide advance notice by email or telephone to the Registrar’s technical contact prior to any such suspension or restriction. Such temporary suspension or restriction will be applied in a non-arbitrary and non-discriminatory manner and will apply fairly to any registrar similarly situated, including affiliates of the Registry.

* 1. Maintenance of Registrations Sponsored by Registrar

. Subject to the provisions of this Agreement, the ICANN Requirements, and the TLD Requirements, Registry shall maintain the registrations of Domain Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Article 4.

* 1. Provision of Tool Kit

. Registry shall provide to Registrar a copy of the Registrar Tool Kit within five (5) business days after Effective Date or as soon as practicable thereafter.

* 1. Changes to System

. Registry may, from time to time, replace or make modifications to the Registrar Tool Kit or other materials licensed hereunder that modify, revise or augment the features of the Registry System. Registry will provide Registrar with reasonable notice prior to the implementation of any material changes to the EPP schema, APIs, Software or other materials licensed hereunder. Registrar acknowledges that certain Registry System functionality may not be available unless Registrar uses the then-current version of the Registrar Tool Kit.

* 1. Technical and Customer Service Support

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* + 1. Engineering Support. Registry agrees to provide Registrar with reasonable engineering email and telephone support to address technical issues arising in connection with Registrar's use of the Registry System.
		2. Customer Service Support. Registry will provide reasonable e-mail customer service support to Registrar (but not to Domain Name Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. Registry will provide Registrar with an e-mail address for such support during implementation of the Registrar Tool Kit.
	1. Handling of Personal Data

. Registry shall (i) notify Registrar of the purposes for which Personal Data submitted to 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 by means of a posted privacy policy on the Registry Web Site, (ii) handle Personal Data in accordance with its obligations under the Registry Agreement, (iii) take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction, (iv) otherwise protect and use Personal Data in accordance with the DPA.

* 1. Service Level Agreement

. Registry shall comply with the performance specifications set forth in Specification 10 of the Registry Agreement.

* 1. ICANN Requirements and TLD Requirements

. Registry's obligations hereunder are subject to modification at any time as the result of ICANN Requirements or TLD Requirements or any changes thereto. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with (i) any such ICANN Requirements in accordance with the timeline defined by ICANN, and (ii) any such TLD Requirements in accordance with the timeline defined by Registry.

1. OBLIGATIONS OF REGISTRAR
	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.

* 1. Registrar Responsibility for Customer Support

. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Domain Names and (ii) customer service (including Domain Name record support) and billing and technical support to Domain Name Holders. Registrar shall provide Domain Name Holders with emergency contact information.

* 1. Registrar's Registration Agreement

. At all times while it is sponsoring the registration of any Domain Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Domain Name Holder and upon written request from the Registry, the Registrar will, within fourteen (14) days of the request, provide the Registry with a copy of any registration agreement sought in the Registry’s request. Registrar shall ensure that such registration agreement is consistent with the terms of this Agreement and must include in such registration agreement the terms listed in Exhibit A, any other terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry under this Agreement. As between Registrar and Registry, if there is a discrepancy between the terms required by this Agreement and the terms of the Registration Agreement, the terms of this Agreement shall supersede those of the Registration Agreement.

* 1. Communications with Domain Name Holders

. As reasonably requested by Registry, Registrar will facilitate communications between Registry and Domain Name Holders on matters related to the Sponsoring Organisation, ICANN Requirements, TLD Requirements, law enforcement requests and other matters. Such facilitation may include sending messages to Domain Name Holders on behalf of Registry. In addition, Registrar will permit Registry to communicate directly with Domain Name Holders on matters related to the Sponsoring Organisation, ICANN Requirements, TLD Requirements, law enforcement requests, the Domain Name Holder's Personal Data and other matters as required by law or otherwise deemed reasonably necessary by Registry. Registry will endeavour to limit such direct communications to one (1) initial communication upon registration of a Domain Name, and no more than one (1) other communication every three (3) months thereafter, but reserves the right to make additional communications if required by law or in response to other exigent circumstances. Where reasonably practicable, Registry shall provide advance notice of any such direct communications to Registrar, and otherwise shall provide Registrar's designated primary contact with contemporaneous notice of any such direct communication.

* 1. Compliance with Requirements

. Registrar shall comply with the following:

* + 1. The ICANN Requirements, and any other ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or any other arrangement with ICANN; and
		2. The TLD Requirements including, but not limited to, the Acceptable Use Policy, and the Whois Policy.
	1. Data Submission Requirements

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* + 1. As part of its registration and sponsorship of Domain 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 Registry a non-exclusive, non-transferable, limited license (with a right to sub-license to third parties, including ICANN and each of Registry's third party providers) to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry's operation of the Registry TLD.
		2. Registrar shall submit any corrections or updates from a Domain Name Holder relating to the registration information for a Domain Name to Registry in a timely manner.
	1. Security

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* + 1. Registrar shall develop and employ in its Domain Name registration business all necessary physical, technological and administrative measures 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 unauthorized or unintended access or disclosure of information. Registrar shall employ all necessary physical, technological and administrative measures and restrictions 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; (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; or (iii) access the Registry System without Registry's authorization. In addition, Registry may require other reasonable security provisions to ensure that the Registry System is secure and stable.
		2. Registrar shall not provide identical registrar-generated authorization <authinfo> codes for Domain Names registered by different registrants with the same registrar. 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 Registry. Registrar shall provide the Domain 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 Domain Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days. In addition, Registrar may not employ any mechanism for complying with a Registrant's request to obtain the applicable <authinfo> that is more restrictive than the mechanisms used for changing any aspect of the Registrant's contact or name server information. Registrar must not refuse to release an <authinfo> to the Domain Name Holder solely because there is a dispute between the Domain Name Holder and the Registrar over payment.
	1. Registrar Responsibilities for Uniform Rapid Suspension.

 Subject to the ICANN Requirements and the TLD Requirements the Registrar must:

* + 1. Ensure that a domain name that has been suspended as a result of a final decision of a Uniform Rapid Suspension complaint remains registered to the person who was the Domain Name Holder at the time of suspension;
		2. Accept and process payments for the renewal of a Domain Name by the party who initiated a Uniform Rapid Suspension complaint regarding a Domain Name in such cases where that party has prevailed in relation to that Domain Name; and
		3. Not allow a party who initiated a Uniform Rapid Suspension complaint regarding a domain name who prevailed in relation to that Domain Name to renew that Domain Name for longer than one (1) year.
	1. 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 with Registrar's systems as such problems relate to Registrar's use of the Registry Toolkit and Registrar's access to the systems of Registry. 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. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry. Registry accepts no liability whatsoever for losses incurred by Registrar as a result of any such suspension.

* 1. 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 prevail.

* 1. Transfer of Registration Sponsorship

. Registrar agrees to implement transfers of Domain Name registrations from another registrar to Registrar and vice versa pursuant to the ICANN Transfer Policy, as may be amended from time to time, and any applicable TLD Requirements.

* 1. Restrictions on Domain Names

. In addition to complying with ICANN Requirements and the TLD Requirements limiting the Domain Names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the Domain Names that may be registered.

* 1. Handling of Personal Data

. Registrar shall comply, and warrants that it shall comply, with the requirements of the DPA and all other relevant laws at all times in relation to any Personal Data that it collects, handles, stores or discloses pursuant to its role as a Registrar. Registrar further warrants that it shall not process any such Personal Data for any purpose other than those notified to it by Registry unless (i) it has the consent of the relevant individual to do so, or (ii) is otherwise authorised to do so under the DPA. In this clause "process" has the meaning given by the DPA.

1. FEES
	1. Amount of Registry Fees

. The Fees payable by the Registrar will be those calculated in accordance with the Registry’s Price List, as published by the Registry. Registry reserves the right to revise the Fees prospectively, to the extent and in the manner that such adjustments are permitted by the Registry Agreement. The Registry may make available from time to time, subject always to the Registry Agreement, Domain Names which the Registry has designated as a ‘Premium Name’. A Premium Name may be assigned a fee (a premium), which shall be payable in addition to the fee for creation and/or renewal. The Registrar must also pay to the Registry any fee that the Registry is entitled to collect under the Registry Agreement. Fees are exclusive of VAT and any other applicable taxes unless otherwise specified.

* 1. Payment of Registry Fees

. Registrar shall comply with the terms of the Billing Policy, as attached hereto as Exhibit B (the “Billing Policy”). In advance of incurring Fees, Registrar shall establish a deposit account, or other credit facility accepted by Registry, 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, or upon provision of other services provided by Registry to Registrar, or as otherwise described in the Billing Policy. Payment shall be made to the Registry Services Provider via debit or draw down of the deposit account or other credit facility approved by Registry, as further described in the Billing Policy.

* 1. Invoicing

. Invoices will be issued to Registrar by Registry on a monthly basis.

* 1. Non-Payment of Fees

. In the event Registrar has insufficient funds deposited in its account or other facility as described in Section 4.2, Registry may do any or all of the following, in its sole discretion: (i) stop accepting new initial registrations or renewal registrations (whether manual or auto-renewal) from Registrar or registrations associated with transfers of sponsorship; (ii) delete the Domain Names associated with any negative balance incurred from the Registry Database; (iii) give written notice of termination of this Agreement pursuant to Section 8.2.2; and/or (iv) pursue any other remedy under this Agreement.

* 1. Variable Registry-Level Fees

. In the event that Registry is required to pay Variable Registry-Level Fees to ICANN in accordance with the Registry Agreement, Registry is entitled to collect such Fees from Registrar, and Registrar hereby gives its express approval of Registry's collection, in addition to Fees due to Registry under this Article 4, of the amount that is equivalent to the Variable Registry-Level Fee paid by Registry to ICANN with respect to Registrar's Domain Names in the Registry TLD.

1. CONFIDENTIALITY AND INTELLECTUAL PROPERTY
	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:

* + 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 security measures and operating procedures.
		2. The Receiving Party will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever.
		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. Where Registry is the Receiving Party, it may disclose Confidential Information to ICANN as required by the Registry Agreement and/or the operation of the Registry TLD.
		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. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
		6. Notwithstanding the foregoing, this Section 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; (ii) is or has entered the public domain through no fault of the Receiving Party; (iii) is known by the Receiving Party prior to the time of disclosure; (iv) is independently developed by the Receiving Party without use of the Confidential Information; (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.
		7. The Receiving Party's duties under this Section 5.1 shall expire five (5) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.
	1. Intellectual Property

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* + 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.
		2. Subject to the terms and conditions of this Agreement, 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 Registry in and to the intellectual property included in the Registrar Tool Kit solely to provide Domain Name registration services in the Registry TLD. Registrar shall not (i) modify, port or create derivative works of the Registry Tool Kit in any manner; (ii) decompile, disassemble or otherwise reverse engineer the Software; (iii) sell, lease or market the Registry Tool Kit; or (iv) pledge, grant or permit any lien, mortgage, security interest or other encumbrance on the Registry Tool Kit.
		3. Without limiting the generality of the foregoing, and except as otherwise set forth herein, no commercial use rights or any licenses under the Registry Tool Kit or 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. Registry reserves any rights in the foregoing not expressly granted in this Agreement.
1. INDEMNITIES AND LIMITATION OF LIABILITY
	1. Indemnification

. Registrar, at its own expense and within thirty days after presentation of a demand by Registry under this Section, will indemnify, defend and hold harmless Registry, its subcontractors and service providers, and their respective directors, officers, employees, representatives, agents and affiliates of each of them (collectively "Registry Indemnitees"), against any claim, suit, action, or other proceeding brought against any such of the foregoing 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 Domain 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. Registry shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Registry will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim (subject to compliance with applicable laws and privacy policies), provided that Registrar reimburses Registry for Registry's actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry's 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 Registry Indemnitees in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

* 1. Representations and Warranties

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* + 1. Registrar and Registry each represent and warrant that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the execution, performance and delivery of this Agreement has been duly authorized; and (iv) no further approval, authorization or consent of any governmental or regulatory authority or ICANN is required to be obtained or made by such Party in order for it to enter into and perform its obligations under this Agreement.
		2. In addition, Registrar represents and warrants that: (i) it is and will continue to be accredited by ICANN or its successor during the term of this Agreement; and (ii) it will provide services to its customers using all due skill, care, diligence and professionalism.
	1. Limitation of Liability

. EXCEPT IN CONNECTION WITH CLAIMS UNDER SECTION 6.1 OR IN CONNECTION WITH ANY BREACH OF ARTICLE 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OF THE FOLLOWING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) ANY LOSSES RESULTING FROM LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF GOODWILL; OR (B) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF REGISTRY AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) $100,000 USD.

* 1. Disclaimer of Warranties

. (i) THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY REGISTRY, ITS SUBCONTRACTORS OR SERVICE PROVIDERS HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. (ii) REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS OR TERMS, EXPRESS OR IMPLIED, BY STATUTE OR BY COMMON LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF REASONABLE CARE AND SKILL AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. (iii) 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. (iv) FURTHERMORE, 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.

* 1. Limitations on Sections 6.3 and 6.4

. Nothing in Sections 6.3 or 6.4 shall be deemed to restrict or exclude either Party's liability for (i) fraud, death or personal injury caused by the negligence of such Party; (ii) any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods or Services Act; or (iii) any other liability which cannot be excluded by law.

* 1. Reservation of Rights

. 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; (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) for violations of this Agreement, including, without limitation, the exhibits hereto; (v) to correct mistakes made by Registry or any Registrar in connection with a Domain Name registration; (vi) to enforce the TLD Requirements; and (vii) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD. Registry also reserves the right to place a Domain Name on registry hold, registry lock, or similar status during resolution of a dispute.

1. DISPUTE RESOLUTION
	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 London, England. 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 England and Wales; 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 England and Wales, which shall not be a waiver of this arbitration agreement.

1. TERM AND TERMINATION
	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 two (2) 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 at least fifteen (15) days prior to the end of the initial or any renewal term. In the event that Registry elects to amend its form of Registry-Registrar Agreement, Registrar, at its option exercised within thirty (30) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry. In the event that Registry does not receive such executed amendment or notice of termination from Registrar within such fifteen (15) day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

* 1. Termination

. This Agreement may be terminated as follows:

* + 1. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Registry thirty (30) days notice of termination.
		2. 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.
		3. Termination for Breaches..Without limiting Section 8.2.2, if Registrar breaches the ICANN Requirements or TLD Requirements and such breach is not cured within five (5) business days after notice thereof from Registry, Registry may, by giving written notice thereof to Registrar, terminate this Agreement as of the date specified in such notice of termination.
		4. Termination Upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
		5. Termination in the Event of Termination of Registry Agreement. This Agreement shall immediately terminate in the event that the Registry Agreement is terminated or expires without entry of a subsequent registry agreement with ICANN and this Agreement is not assigned under Section 9.2.1.
		6. 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, reorganisation 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.
	1. Effect of Termination

. Upon the expiration or termination of this Agreement for any reason:

* + 1. Save in the event of termination under Sections 8.2.4 or 8.2.5, 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 Fees are current and timely.
		2. Registrar shall immediately transfer its sponsorship of registered Domain Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN. In the case of termination under Section 8.2.1, the gaining ICANN-accredited registrar will be nominated by Registry.
		3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party, save that Registry shall be entitled to retain copies of such information for legal compliance, its obligations pursuant to the Registry Agreement or ICANN accreditation and/or good corporate governance.
		4. Except for termination in accordance with Section 8.2.5, in the event of termination, Registry reserves the right to immediately contact any and all Domain Name Holders to facilitate the orderly and stable transition of Domain Name Holders to other ICANN-accredited registrars.
		5. All fees owing to Registry shall become immediately due and payable.
	1. Survival

. In the event of termination or expiration of this Agreement, the following shall survive: (i) Sections 2.7, 3.3, 3.11, 6.1, 6.3-6.5, 8.3, 8.4 and 9.3-9.12, (ii) Articles 5 and 7, and (iii) the Domain Name Holder's indemnification obligations. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

1. MISCELLANEOUS
	1. Service Providers

. Registry may, in its sole discretion, engage third parties to perform its obligations hereunder. For the purposes of this Agreement, references to "Registry" in its operational capacity as the registry operator for the Registry TLD shall be deemed to include such third party providers.

* 1. Assignments

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* + 1. Assignment to Successor Registry. In the event Registry's Registry Agreement is terminated or expires without entry by Registry and ICANN of a subsequent registry agreement, Registry's rights under this Agreement may be assigned to a company with a registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry assumes the duties of Registry under this Agreement.
		2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that the Registry Agreement is validly assigned, 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 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.
		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 any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
		4. Other Assignments Prohibited. Any assignment or transfer in contravention of this Section 9.2 shall be null and void.
	1. 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 or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Registrar:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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with copy to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Registry:

Telnic Limited
37 Percy Street
London W1T 2DJ
United Kingdom
Attention: Director

phone: +44 207 467 6450
fax: +44 207 467 6451

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square,
New York, NY 10036-6522
USA
Attention: Rita A. Rodin

* 1. 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 Domain Name Holder, whether under the Contracts (Right of Third Parties) Act 1999 or otherwise. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

* 1. 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.

* 1. 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 make reasonable efforts to notify the other party of the Force Majeure Event and shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

* 1. Amendments

. Other than the TLD Requirements, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless:

* + 1. the amendment is mandated by ICANN as a result of:
			1. an amendment to the Registry Agreement; or
			2. introduction of, or variations to, any ICANN Published Policies; or
			3. an ICANN approved change to this Agreement;

in which case, subject to Section 8.1, the amendment is binding automatically; or

* + 1. it is approved by ICANN in accordance with the amendment procedures in the Registry Agreement and in the ICANN Published Policies, in which case, subject to Section 8.1, the amendment is binding automatically; or
		2. the amendment is in writing and executed by both parties.
	1. 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.

* 1. 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.

* 1. 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.

* 1. Severability

. In the event that any provision of this Agreement conflicts with or violates the law under which the Agreement are to be construed or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the Parties, such provision shall be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law or if not so modifiable, such provision shall be stricken from the Agreement. The remainder of the Agreement shall remain in full force and effect.

* 1. Governing Law; Jurisdiction

. The Agreement shall be governed by and construed in accordance with the laws of England and Wales without regard to its choice of law principles or the U.N. Convention on Contracts for the International Sale of Goods. The Parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be brought exclusively in the courts located in London, England and such courts shall have exclusive jurisdiction to hear any dispute under this Agreement, provided that nothing in this Section shall limit:

* + 1. The right of the parties to seek provisional or protective relief in the courts of another jurisdiction prior to, during or after any substantive proceedings have been instituted in London, England; or
		2. The right of the parties to bring enforcement proceedings in another jurisdiction to enforce a judgment of the English courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

Telnic Limited

By:
Name:
Title:
Date:

Registrar:

By:
Name:
Title:
Date:

Exhibit A
Requirements for Agreements with Domain Name Holders

Registrar shall ensure that its registration agreements with Domain Name Holders include the following provisions and obligations, or provisions and obligations at least equivalent thereto:

1. Indemnification. To the maximum extent permitted by law, Domain Name Holder shall indemnify, defend and hold harmless Registry, its service providers, subcontractors and their respective directors, officers, employees, affiliates and agents 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 Domain Name Holder's Domain Name. Such indemnification shall survive any termination or expiration of the registration agreement
2. Pricing. Domain Name Holder shall expressly agree to the price of a Domain Name and acknowledge that price for the creation of a Domain Name may be greater than or less than the price for the renewal of that Domain Name.
3. Malicious Conduct. Domain Name Holder is prohibited from 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.
4. Use of Personal Data. Domain Name Holder consents to the use, copying, distribution, publication, modification and other processing of Domain Name Holder's Personal Data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry's posted privacy policy, Registry's WHOIS policy and all other purposes of collection notified to Registrar by Registry.
5. Uniform Domain Name Dispute Resolution Policy. Domain Name Holder will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").
6. Updating Registration Information. Domain Name Holder will immediately correct and update the registration information for the Domain Name during the registration term for the Domain Name.
7. Launch and Sunrise Programs. Domain Name Holder will agree to be bound by the policies relating to the initial launch of the Registry TLD, such as the Sunrise Policy and any applicable Landrush requirements, and will acknowledge that Registry has no liability of any kind for any loss or liability resulting from any such policies or requirements, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute over a Sunrise registration.
8. Compliance with TLD Requirements. Domain Name Holder's use of the Domain Name shall comply with all applicable TLD Requirements, including, but not limited to, the Acceptable Use Policy and the Sunrise Policy.
9. Right to Deny, Cancel or Transfer a Registration. Domain Name Holder acknowledges and agrees 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: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes made by Registry or any Registrar in connection with a Domain Name registration; (f) to enforce the TLD Requirements; and (g) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD. Registry also reserves the right to lock, hold or place a similar status a Domain Name during resolution of a dispute. Registry shall have no liability to of any kind to Domain Name Holder, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.
10. Representations and Warranties. By submitting a request for a Domain Name, Domain Name Holder represents and warrants that:
	* 1. to its knowledge, the registration of the requested Domain Name does not and will not infringe upon or otherwise violate the rights of any third party;
		2. it is not submitting the request for a domain name for an unlawful purposes, and it will not use the Domain Name for an unlawful purpose;
		3. it will not knowingly use the Domain Name in violation of any applicable laws or regulations or of the rights of any third parties; and
		4. that it will use the Domain Name in accordance with the TLD Requirements.

11. Communications With Domain Name Holder. Registry may communicate directly with the Domain Name Holder in connection with issues relating to a domain name and the Domain Name Holder's membership of the .tel community.

12. Jurisdiction And Applicable Law. Any dispute, controversy or claim between the Domain Name Holder and Registry relating to a domain name or a request for a domain name shall be subject to the laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales.

Exhibit B
Billing Policy for Registrars

1. Payment Methods

All payments will be made in United States Dollars (USD) (or Euros (EUR) if accepted by Registry). Payments can be made in two ways: (i) The Pre-Payment Debit Account Program, or (ii) the Payment In Arrears Program (for qualifying Registrars only).

1. Pre-Payment Debit Account Program
	1. Registrars using debit accounts must transfer sufficient funds into their account to ensure that funds are available for all their domain name applications. Registrars who wish to use a credit/debit card must be sure to have an adequate credit limit or deposit funds, as a backup, which will support the number of domain name applications submitted. If you have any questions at any time, please contact Registry Billing Support at +1-877-BILL-277 (+1-877-245-5277) or registry-billing@neustar.biz.
	2. Registrar must establish an account with Registry Services Provider’s bank. The Registrar is responsible for funding the account to a level that is consistent with its monthly sales volume. For all registries electing to have Registry Services Provider perform the billing and collections operations, Registry Services Provider shall debit the Registrar’s account for each billable transaction on at least a daily basis.
	3. Upon receipt of Registrar’s initial deposit, Registry Services Provider shall provide Registrar with login credentials to Registry Services Provider’s eBill system. Through eBill, Registrar may check their account balance, which shall be updated four times per day. In addition, through eBill, Registrar may elect to set a “low water mark” for funds in its Debit Account (LWM). Such LWM may be changed at any time by sending a request to registry-billing@neustar.biz. Changes are made by Registry Services Provider by the close of the next business day. In the event that the funds available in Registrar’s Debit Account fall below the LWM, notification will be sent to the Registrar. Registrar shall have 48 hours to initiate a deposit to their account to bring their balance to a level that supports the number of domain name applications submitted.
	4. The Registry will pay bank fees associated with the Registrar’s account, but the Registrar is responsible for all wire transfer fees. For example, a wire transfer of USD $500.00 would include a USD $20.00 transaction fee from the originating bank. This USD $20.00 fee is the responsibility of the sending Registrar. The monthly fees associated with the handling of the remaining USD $480.00 are paid by the Registry at Bank of America.
	5. If the account falls to a zero balance, Registry reserves the right to stop accepting orders from the Registrar until the account is fully funded to a level that supports the number of domain name applications submitted. In the event that Registry Services Provider allows a Registrar to fall below a zero balance, Registrar must replenish the Debit Account by no later than seven (7) days after such account falls below zero. Failure to replenish the Debit Account may result in Registrar being converted to “not-in-good standing”, meaning that Registrar will be unable to create new domains, renew domains, or transfer in any domain names from another registrar until such time that the account is replenished.
2. Payment in Arrears Program
	1. Certain Registrars may qualify to participate in Registry Services Provider’s Payment in Arrears Program which allows Registrars to make all payments owed for certain top-level domains (TLDs) for which Registry Services Provider is providing registry services, within thirty (30) days after the date of an invoice. For a specific list of TLDs participating in this program, please contact your account representative or send an e-mail to registry-billing@neustar.biz.
	2. Registrar Reserve
		1. In order to qualify for this program, Registrars must submit to Registry Services Provider a pre-payment in the amount of USD $50,000.00 (in the manner set forth below) which Registry Services Provider will hold in reserve in a non-interest bearing account on behalf of the Registrar and its Affiliates (“Registrar Reserve”). Only one Registrar Reserve is required to cover all of the participating TLDs for which Registry Services Provider is providing registry services.
		2. The Registrar Reserve shall, at the election of the Registrar, cover Registrar and all of Registrars’ Affiliates. For the purposes of this Program, (i) “Affiliate” means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.
		3. Prior to submitting the payment set forth in Section 3.2.1 above, Registrar shall send an e-mail to registry-billing@neustar.biz requesting participation in the Payment in Arrears Program and detailing which Affiliates (if any) will be included in the Program under the same Registrar Reserve.
		4. Statements shall be posted to each qualifying Registrar’s billing extranet account by no later than ten (10) days after the end of each month detailing the total number of billable transactions for the previous month broken out by type and top-level domain.
		5. Registry Services Provider must receive payment for each statement in full by no later than thirty (30) days after the date of the applicable statement (“Due Date”). In the event that Registry Services Provider does not receive payment in full by the Due Date, Registry Services Provider has the right to withdraw all unpaid amounts from the Registrar Reserve. If the unpaid amount is greater than the balance remaining in the Registrar Reserve, Registry Services Provider may, at its option, (i) change the Registrar (and its Affiliates’) status to “not-in-good standing,” prevent the Registrar (and its Affiliates) from creating new domains, renewing domains or transferring in domains for all TLDs; and (ii) assess a late fee on all unpaid amounts equal to one and one-half percent (1.5%) of the maximum rate allowed by law, whichever is less, from the original due date to the date paid in full.
		6. Registrars shall be required to refill the Registrar Reserve to the full USD $50,000.00 balance by no later than seven (7) days from the date in which the Registrar Reserve was used to pay off Registrar’s outstanding balance.
		7. If a Registrar fails to pay an invoice on time two times in any six (6) month period, or three times in any two (2) year period, Registry Services Provider has the right to disqualify the Registrar from participating in the Payment in Arrears Program, and if disqualified, Registry Services Provider shall automatically move the Registrar to the Pre-payment Debit Account Program. A Registrar that has been disqualified from the Payment in Arrears Program shall not be eligible to participate in the Payment in Arrears Program for a minimum of twenty-four (24) months following such disqualification.
		8. In the event Registrar terminates its relationship with all Registry Services Provider-sponsored TLDs or elects to switch to the Pre-Payment Debit Account Program, all unused Registrar Reserve funds shall be returned to Registrar within thirty (30) days of such termination and/or election.
3. Instructions for Electing Either Program

Step 1: Complete the Registrar Profile form available on the Registrar Extranet, which is used to provide general background on your profile and for electing either the Pre-Payment Debit Account Program or Payment in Arrears Program.

Step 2: Return the completed form via email (reg-support@neustar.biz) or facsimile to Neustar Customer Support at +1.571.434.5758.

Step 3: In the event that Registrar has elected the Pre-Payment Debit Account Program or Registrar is unable to qualify for the Payment in Arrears Program, Registrar will receive a new Bank of America Debit account number within five (5) to seven (7) business days along with wire transfer instructions from Registry Services Provider.

Step 4: Using the wire transfer instructions below, if Registrar has elected to participate in the Pre- payment Debit Account Program, Registrar shall make the initial deposit into the account to comply with the Projected Monthly Sales, which were entered into Registrar Profile form. In the event Registrar has elected to participate in the Payment in Arrears Program, Registrar shall be required to use the wire transfer instructions below to make the required Registrar Reserve payment.

1. Wire Transfer Instructions

Registry has established an account at the Bank of America. Please ensure your payment wires reflect the information below.

**{Insert Name} Registrar Account**

Name: Bank of America, N.A.

Address: Richmond, VA, USA

Telephone: (888) 841-8159

Account Name: <Your Company Name>

Account Number: <Your Account number>

ABA Number: 026009593

SWIFT Code: BOFAUS3N