<p style="text-align:center">Registry-Registrar Agreement</p>

This Registry-Registrar Agreement (the "Agreement") is dated as of ("Effective Date") by and between Minds + Machines GmbH (the "Registry"), and the Registrar ("Registrar"). The Registry and the Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Registrar may provide Internet domain name registration services within the .NRW Top Level Domain wherein the Registry operates and maintains the .NRW TLD registry, servers, and zone files;

WHEREAS, the Registrar wishes to register domain names in the multiple Registrar Shared Registry System ("SRS") for the .NRW TLD.

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

1. Definitions

    a. "Business Day" means a day that is an ordinary business day in Germany.

    b. "Confidential Information" means all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within 15 Business Days of the disclosure.

    c. "DNS" refers to the Internet Domain Name System.

    d. "EPP" means the Extensible Provisioning Protocol, the IETF recommended and ICANN required registration protocol.

    e. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

    f. "ICANN Policies" are policies that apply from time to time in the .NRW Top Level Domain Registry (including ICANN consensus policies) which includes the UDRP and the URS.

    g. "IP" means Internet Protocol.

    h. The "Licensed Product" refers to the intellectual property required to access the Supported Protocol, and to the APIs, and software, collectively.

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

    j. ".NRW Registry Policies" means the (i) Naming Policy; (ii) Acceptable Use Policy; (iii) Privacy & Whois Policy; (iv) Sunrise Dispute Resolution Policy; and (v) any other policy or policies as may be released from time to time by the Registry with not less than ninety (90) days prior written notice.

    k. "Registered Name" refers to a domain name within the domain of the Registry TLD, about which the Registry 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 may not appear in a TLD zone file (e.g., a registered but inactive name).

l.   "TLD zone file" means the file on an authoritative name server (referenced by the root name servers) that contains necessary domain name registration information to resolve the domain names to their relevant IP addresses.

m.   "Registry TLD" means the .NRW TLD.

n.   "SRS" refers to the Shared Registry System operated by the Registry for registration of Registered Names by multiple Registrars in the Registry TLD.

o.   "Inter-Registrar Transfer Policy" refers to ICANN's Inter-Registrar Transfer Policy and is incorporated by reference herein.

p.   "Supported Protocol" means the Registry's implementation of EPP, or any successor protocols, supported by the SRS.

q.   A "TLD" is a Top Level Domain of the DNS.

2.   Obligations of the Parties

a.   <u>SRS Operation and Access.</u> Throughout the Term of this Agreement, the Registry shall operate the SRS and provide the Registrar with access to the SRS to transmit domain name registration information for the Registry TLD to the SRS. Nothing in this Agreement entitles the Registrar to enforce any agreement between the Registry and ICANN.

b.   <u>Maintenance of Registrations Sponsored by the Registrar.</u> Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements including, without limitation, those authorized by ICANN, the Registry shall maintain the registrations of Registered Names sponsored by the Registrar in the Shared Registry System during the term for which the Registrar has paid the fees required by Subsection 5 ("Fees").

c.   <u>Distribution of SRS Documentation.</u> No later than three Business Days after the Effective Date of this Agreement, the Registry shall make available to the Registrar the full documentation of the SRS. This documentation contains (i) references to all relevant RFCs from the Internet Engineering Task Force (IETF), in particular describing the syntax of valid EPP commands, and (ii) a technical manual describing SRS connection parameters, Registry policy parameters such as grace period lengths, and specific features and EPP extensions of the SRS. If the Registry elects to modify or upgrade the APIs and/or Supported Protocol, the Registry shall provide updated APIs to the Supported Protocol with documentation to the Registrar promptly as such updates become available. Unless the circumstances require a shorter time frame (such as due to ICANN mandated policies, emergency maintenance or changes needed to ensure the security and stability of the system), the Registry will provide not less than ninety (90) days prior written notice to Registrar to implement such API updates.

d.   <u>Registrar Responsibility for Customer Support.</u> The Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion, redemption

or transfer of Registered Names and (ii) customer service (including domain name record support), billing, and technical support to Registered Name Holders (also sometimes referred to herein as "Registrants"). The Registrar shall, consistent with ICANN policy, provide to Registered Name Holders emergency contact or 24/7 support information for critical situations such as domain name hijacking.

e. <u>Data Submission Requirements.</u> As part of its registration and sponsorship of Registered Names in the Registry TLD, the Registrar shall submit complete data as required by technical specifications of the SRS that are made available to the Registrar from time to time. The Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to the Registry in a timely manner.

f. <u>License.</u> The Registrar grants the Registry a non-exclusive, royalty-free, non-transferable, worldwide limited license to the data elements consisting of the Registered Name, the IP addresses of Name Servers, the identity of the registering Registrar, and other data required or permitted by technical specifications of the SRS as made available to the Registrar by the Registry from time to time or as required by ICANN for propagation and the provision of authorized access to the TLD zone files, or as otherwise required or permitted by the Registry's Registry Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time.

g. <u>Registrar's Registration Agreement and submission to policies.</u> The Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder which shall at all times incorporate or provide a link to the terms of the .NRW Registry Policies and no terms that are contrary to or inconsistent with the .NRW Registry Policies. The Registrar shall provide a copy of the Registrar's registration agreement upon request for same by the Registry. The Registrar shall include in its registration agreement those terms required by this Agreement, other terms that are requested by the Registry that are consistent with the Registrar's obligations to the Registry under this Agreement, and the consent of each registrant for the collection and use of their personal data by the Registry and by ICANN for such purposes as the Registry is required contractually to use the data. The Registrar shall employ in its domain name registration agreement a requirement for the Registered Name Holders to submit to the ICANN Policies including the Inter-Registrar Transfer Policy, Uniform Domain Name Dispute Resolution Policy (UDRP), and the Uniform Rapid Suspension (URS), and the .NRW Registry Policies, each in their most recent form and each as may be amended from time to time. In its registration agreement with each Registered Name Holder, the Registrar shall require such Registered Name Holder to:

i. acknowledge and agree that the 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 as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs), (2) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration, or (3) if required by a URS or UDRP, proceeding; (4) under the terms of the .NRW Registry Policies; (4) for the non-payment of fees to the Registry;

ii. indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and

all claims, damages, liabilities, costs and expenses, including reasonable legal fees according to the Rechtsanwaltsvergütungsgesetz ("RVG") or any other legislation or regulation that may be force at the time and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. The Registrar's registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement; and

iii. acknowledge and agree that they (the Registered Name Holder) are 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, and that evidence of any such activity by the Registered Name Holder may result in application by the Registry or Registrar of consequences (consistent with applicable law and any related procedures) including suspension of the domain name.

The Registrar shall comply with its obligations under the .NRW Registry Policies and any breach by the Registrar of the terms of the .NRW Registry Policies shall be a breach of this Agreement.

If a Registrant is in breach of any term of the .NRW Registry Policies, the Registry is entitled (and without prejudice to the Registry's ability to take such steps as it considers appropriate pursuant to the .NRW Registry Policies) to instruct the Registrar to exercise any of the powers granted to the Registrar pursuant to the .NRW Registry Policies. Whether and to what extent the Registry instructs the Registrar to exercise any such power is a matter that the Registry may decide in its absolute discretion, but insofar as it is reasonably possible to do so it shall consult with the Registrar before issuing any such instruction to the Registrar.

h. URS High-Level Technical Requirements. In addition to any other requirement under the URS, the Registrar must accept and process payments for the renewal of a domain name by an eligible, validated URS Complainant in cases where the URS Complainant prevailed. The Registrar must not renew a domain name for longer than a year to a URS Complainant who has prevailed. In addition, the Registrar must agree to abide by any other rights protection mechanisms required by ICANN including any such listed in Specification 7 of the public Registry Agreement, including any amendments to the Registry Agreement or to Specification 7.

i. Secure Connection. The Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the SRS is secure. All data exchanged between the Registrar's system and the SRS shall be protected to avoid unintended disclosure of information. The Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (1) 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 (2) enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited the Registrar, except as reasonably necessary to register domain names or modify existing registrations.

Each EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. The Registrar agrees to authenticate every EPP client connection with the SRS using its Registrar password, which it shall disclose only to its employees with a need to know. As an alternative to the EPP interface, the Registrar may use the provided Web Control Panel to access the SRS. The Registrar agrees to authenticate every Web Control Panel session with the SRS using a pair of credentials (user name/password) that has been generated by the Registry. Each Registrar employee who needs to access the Web Control Panel will get a separate pair of credentials. The Web Control Panel delivers a server certificate which may be used by the Registrar in order to verify the server identity. The Registrar agrees to notify the Registry within four (4) hours of learning that its Registrar password or a pair of Web Control Panel credentials has been compromised in any way.

Upon not less than ninety (90) days prior written notification (unless shorter notice is required in exceptional circumstances, such as changes are needed to ensure the security and stability of the system), to the Registrar, the Registry may require other industry standard security provisions, practices or technology to ensure that the Registry System is secure and stable, which the Registry may adopt from time to time in its sole and complete discretion. If the Registrar fails to comply with the Registry's standards, the Registry will provide the Registrar a 30 (thirty) day compliance notice. Failure to comply at the end of such period will be considered a material breach of this Agreement.

Additionally, the Registrar must ensure that access to Registrant accounts is adequately protected, at a minimum, by secure log-in process that requires username and password authentication and the Registrar must comply with all other security related ICANN Registrar accreditation requirements.

The Registrar shall not provide identical Registrar-generated authorization (<authinfo>) codes for domain names registered by different Registrants with the same Registrar. The 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 the Registrar by the Registry. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code; the Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

j. Handling of Personal Data. The Registry shall notify the Registrar of the purposes for which Personal Data submitted to the Registry by the 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. The Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry shall not use or authorise the use of Personal Data in a way that is incompatible with the notice provided to the Registrars. The Registry may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to the Registrars regarding the purpose and procedures for such use.

k. Domain Name Lookup Capability. The Registrar agrees to employ in its domain name registration business the Registry's domain directory service (Whois) registry domain name lookup capability to determine if a requested domain name is already registered and, if so, to retrieve the publicly available data regarding this domain name. The Registrar also agrees, at its expense, to provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by the Registrar for the Registry TLD. The Registrar's obligation under this clause shall consist of, and be subject to, elements that are designated from time to time according to any ICANN-adopted specification or policy or the Registrar Accreditation Agreement between the Registrar and ICANN.

l. Privacy and Proxy Services. The Registrar agrees to comply with the requirements of the 2013 Registrar Accreditation Agreement (" 2013 RAA") or future consensus policies defining requirements for privacy and proxy services.

m. Transfer of Sponsorship of Registrations. The Registrar agrees to implement transfers of Registered Name registrations from another Registrar to the Registrar and *vice versa* pursuant to the Inter-Registrar Transfer Policy as may be amended from time to time by ICANN.

n. Time. The Registrar agrees that, 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 be determinative.

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

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

    ii. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all Registrars ("Operational Requirements"), including affiliates of the Registry, and consistent with the Registry's Registry Agreement with ICANN, as applicable, upon the Registry's notification to the Registrar of the establishment of those terms and conditions. Unless shorter notice is deemed necessary by the Registry in exceptional circumstances, additional or revised Operational Requirements shall be effective upon ninety (90) days notice by the Registry to the Registrar.

p. Resolution of Technical Problems or Breach of Agreement. The Registrar agrees to 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 Supported Protocol, the APIs, and the Registry's SRS in conjunction with the Registrar's systems. The Registrar agrees that, in the event of significant degradation of the SRS or other emergency, or upon the Registrar's violation of Operational Requirements or breach of this Agreement, the Registry may, in its sole discretion, temporarily suspend or

restrict access to the SRS. Such temporary suspensions or restrictions shall be applied in a non-arbitrary manner and shall apply fairly to any Registrar similarly situated, including affiliates of the Registry.

q. Prohibited Domain Name Registrations. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, the Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered, as well as the Registry's Policies including the Acceptable Use Policy and Naming Policy, as may be amended from time to time by the Registry at its sole discretion.

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

s. Accredited Registrar. During the term of this Agreement, the Registrar shall maintain in full force and effect its accreditation by ICANN as a Registrar for the Registry TLD under the 2013 RAA or any subsequent version thereof.

t. The Registrar knows and accepts that the Registry reserves certain Domain Names that will not be available for public registration, i.e. Domain Names that correspond with names and notations of municipalities and/or governmental organisations of the State of North Rhine-Westphalia.

3. License

a. License Grant. Subject to the terms and conditions of this Agreement, the Registry hereby grants the Registrar and the Registrar accepts a non-exclusive, royalty-free, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable the Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name Holders. The Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the SRS: (i) check the availability of a domain name, (ii) register a domain name, (iii) renew a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the NameServers of a domain name, (vi) transfer a domain name from another Registrar to itself with proper authorization (or *vice versa*), (vii) redeem a domain name, (viii) query a domain name registration record, (ix) register a NameServer, (x) update the IP addresses of a NameServer, (xi) delete a NameServer, (xii) query a NameServer, and (xiii) establish and end an authenticated session.

b. Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the prior written consent of the Registry, the Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than the Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of the Registrar for use in the Registrar's domain name registration business, (iii) decompile, reverse

engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, unless expressly allowed by the applicable law, (iv) use or permit use of the Licensed Product in violation of the laws of Germany, or any other applicable local rule, regulation or law, or for any unlawful purpose. The Registrar agrees to employ the necessary measures to prevent its access to the SRS 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 the Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the SRS of the Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

c. <u>Changes to Licensed Materials.</u> The Registry may from time to time replace or make modifications to the Licensed Product licensed hereunder. Unless circumstances require a shorter notice period, the Registry will provide the Registrar with not less than ninety (90) days prior written notice to implement such modifications. If additional time is required, the Parties will agree to a mutually acceptable time frame. The license granted in clause 3 a shall apply to such changed or modified materials.

4. Support Services

a. <u>Engineering Support.</u> The Registry agrees to provide the Registrar with reasonable Registrar Liaison telephone and email support (between the hours of 9 a.m. and 5 p.m. GMT or at such other times as may be mutually agreed upon) to address issues arising in connection with the Registrar's use of the SRS.

b. <u>Customer Service Support.</u> During the Term of this Agreement, the Registry will provide customer service support to the Registrar at the service levels set by ICANN, and will not provide any customer service support to Registered Name Holder or prospective customers of the Registrar, for nontechnical issues solely relating to the SRS and its operation. The Registry may provide additional levels of customer service support to the Registrar at its sole discretion. The Registry will provide the Registrar with a telephone number and email address for such support during implementation of the Supported Protocol, APIs, and Software. First-level telephone support will be available during the regular working hours of the Registry's Back-End Registry Provider in compliance with the laws of North Rhine-Westphalia.

5. Fees

a. <u>Registration Fees.</u>

i. The Registrar agrees to pay the Registry all non-refundable fees for initial and renewal registrations and other services provided by the Registry (collectively, the "Registration Fees").

ii. The Registry reserves the right to adjust Standard and Premium domain name Registration Fees within certain notification periods as listed below:

Fee Adjustment Event	Notification Period
1) Standard and premium tier level price changes*:	

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A) For all unregistered domains – increase or decrease to a standard or premium tier level rate i.e., for new (domain:create), renewal, or redemption transactions		45 Days
B) For all registered domains - renewal rate decrease (domain:renew)		60 days
C) For all registered domains - renewal rate increase (domain:renew)		180 Days
2) A subset of domains within a tier:		
A) A tier assignment increase or decrease for unregistered domains – i.e., the moving of a subset of unregistered domains from one tier to another tier		30 days
B) A tier assignment decrease for registered domains – i.e., the movement of a subset of registered domains to a lower priced tier for renewal		30 days
C) A tier assignment increase for registered domains – i.e., the movement of a subset of registered domains to a higher renewal priced tier		180 days
3) Reserved domains change of status		
A) Change of unpriced reserved domains to priced (available or reserved)		45 days
B) Change of priced reserved domains to available		30 days
C) Sale of reserved domain (priced or unpriced) to a buyer		24 hours

* for the avoidance of doubt, a standard or premium tier level change relates to all domains (i.e., registered or unregistered) within a specific level/tier rate such as the standard rate or a premium tiered rate.

Administrative adjustments: if the registry makes a pricing error on a subset of unregistered domains, the registry will first reserve the mispriced, unregistered domains and will re-release with correct pricing after a 30-day notice period (3B).

Any such notice may be by email, hand, registered mail, courier or express delivery service, or may be posted to the Registry's website, provided that notice of standard and price-tier changes will be made by email. Current prices can be found in the registrar portal.

iii. All Registration Fees are due within thirty (30) days of the invoice date. The Registrar may be required to fund a Registrar Payment Account ("RPA") with the Registry from which its Registration Fees for any transaction will be debited immediately and to which credits, if any, due the Registrar will be refunded. In the event that the Registrar's RPA does not have sufficient funds to immediately pay a Registration Fee, then the Registry may, at its sole discretion, suspend the Registrar and registrations will not be accepted until the Registrar's RPA is replenished with sufficient funds to pay the Registration Fees for its submitted transactions. Credit may be granted in the registry's sole discretion.

iv. The Registration Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of the Registry) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by the Registrar and shall not be considered a part of, a deduction from or an offset against such Registration Fees. All payments due to the Registry shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by the Registrar from which such deduction or withholding is to be made shall be

increased to the extent necessary to ensure that, after making such deduction or withholding, the Registry receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

b. <u>Change in Registrar Sponsoring Domain Name.</u> The Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another Registrar by following the Inter-Registrar Transfer Policy.

   i. For each transfer of the sponsorship of a domain-name registration under the Inter-Registrar Transfer Policy, the Registrar agrees to pay the Registry the renewal registration fee associated with a one-year extension. The losing Registrar's Registration Fees will not be refunded as a result of any such transfer; or

   ii. For a transfer approved by ICANN under Part B of the Transfer Policy, Registrar agrees to pay the Registry US$0.00 (for transfers of 50,000 names or fewer) or US$50,000 (for transfers of more than 50,000 names).

c. <u>Charges for ICANN Fees.</u> The Registry will immediately debit the Registrar's RPA or account for any variable registry-level fees paid or to be paid by the Registry to ICANN relating to the Registrar and the Registrar's transactions. The fee will consist of two components; each component will be calculated by ICANN for each the Registrar:

   i. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year.

   ii. The per-Registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year.

d. <u>Non-Payment of Fees.</u> Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that the Registrar fails to adequately fund its RPA or fails to pay its Registration Fees in a timely manner, the Registry will issue a 15-day notice to the Registrar requesting the payment for all outstanding invoices. If, by the end of the notice period, all invoices remain unpaid, the Registry may, at its sole discretion:

   i. stop accepting new initial or renewal registrations from the Registrar;

   ii. suspend the Domain Names associated with invoices not paid in full, and delete such Domain Names from the Registry database if such the invoice remains unpaid after thirty (30) additional days ;

   iii. give written notice of termination of this Agreement pursuant to Section 6(a)(iii) below (the Registry may, in its sole discretion, issue a fifteen (15) day notice demanding payment prior to using its right under this Section); and/or

   iv. pursue any other remedy under this Agreement.

6. Miscellaneous

a. <u>Right to Amend the Terms of this Agreement.</u> The Registry shall be entitled to amend or revise the terms of this Agreement provided that such amendments or revisions have been approved or adopted by ICANN pursuant to the Registry's Registry Agreement with ICANN and upon the Registry giving the Registrar thirty (30) calendar days' notice of that amendment. Subject to the Registrar's right to terminate pursuant to Section 6(b)(ii), the Registrar shall have thirty (30) calendar days from the date of notice of any such amendment or revisions to execute an agreement putting the approved amendments or revisions into effect.

b. <u>Term of Agreement and Termination.</u>

    i.   <u>Term of the Agreement.</u> The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, the Registrar elects not to renew, or the Registry ceases to operate the registry for the Registry TLD.

    ii. <u>Termination where Revision.</u> In the event that an amendment or revision to this Agreement is approved or adopted by ICANN, and 30 calendar days' notice of the same is given to the Registry pursuant to Section 6(a), the Registrar may, at its option exercised within such thirty (30) day period, terminate this Agreement immediately by giving written notice to the Registry; provided, however, that in the event the Registry does not receive such executed amendment or notice of termination from the Registrar within such thirty (30) day period of the date of the notice, the Registrar shall be deemed to have executed such amendment as of the thirty-first (31st) day after the date of the notice.

    iii. <u>Termination for Cause.</u> In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder 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.

    iv. <u>Termination at Option of Registrar.</u> The Registrar may terminate this Agreement at any time by giving the Registry thirty (30) calendar days prior written notice of termination.

    v.   <u>Termination Upon Loss of Registrar's Accreditation.</u> This Agreement shall terminate in the event the Registrar's accreditation for the Registry TLD by ICANN, or its successor, is terminated or expires without renewal.

    vi. <u>Termination in the Event that Successor Registry Operator is Named.</u> This Agreement shall terminate in the event that ICANN, as appropriate, designates another entity to operate the registry for the Registry TLD.

    u.   <u>Effect of Termination.</u> Upon expiration or termination of this Agreement, the Registry will, to the extent it has the authority to do so, complete the registration of all domain

names processed by the Registrar prior to the date of such expiration or termination, provided that the Registrar's payments to the Registry for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, the Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed Registrar(s) of the Registry, in compliance with Part B of the Inter-Registrar Transfer Policy, or any other procedures established or approved by ICANN, and (ii) either return to the Registry or certify to the Registry the destruction of all data, software, documentation, and Confidential Information it has received under this Agreement. In the event of termination, the Registry reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited the Registrars. All fees owing to the Registry shall become immediately due and payable.

    v. <u>Survival.</u> In the event of termination of this Agreement, the following sections shall survive: (i) the Registrar's Registration Agreement and Domain Name Dispute Policy; Indemnification Required of Registered Name Holders; Effect of Termination; No Third Party Beneficiaries, Relationship of the Parties; Attorneys' Fees; Dispute Resolution, Choice of Law, Venue; Use of Confidential Information; Limitation of Liability; Construction; Intellectual Property; and Indemnification; (ii) the Registered Name Holder's obligations to indemnify, defend, and hold harmless the Registry, as stated in Section 2.g.ii; and (iii) the Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

c. <u>No Third Party Beneficiaries, Relationship of the Parties.</u> This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Name Holder, with any remedy, claim, cause of action, or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

d. <u>Force Majeure.</u> Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

e. <u>Further Assurances.</u> Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

f. <u>Amendment in Writing.</u> Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties, except that Schedules may be amended by the Registry with 180 days written notice. Any new services approved by ICANN and purchased by the Registrar will be subject to such terms and conditions as may be established by the Registry through an appendix to this Agreement executed by the Registrar and the Registry.

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g. <u>Lawyers' Fees.</u> If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable lawyers' fees according to the RVG (or any other legislation or regulation that may be force at the time), costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

h. <u>Dispute Resolution, Choice of Law, Venue.</u> The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement shall be exclusively governed by and construed in accordance with the laws of Germany, without regard to conflict of laws principles. The Registrar hereby irrevocably consents to the exclusive personal jurisdiction of the courts of Germany, for any and all claims or disputes directed against the Registry and which arise out of, purport to enforce, construe, or otherwise relate to the Registry TLD, this Agreement, or the .NRW Registry Policies. The exclusive venue for such action shall be the courts of Germany. The Registrar waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrar waives any statutory or other right pursuant to the laws of the jurisdiction in which the Registrar resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction.

i. <u>Notices.</u> 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 email or by fax during business hours) to the address or fax number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

if to Registrar: Registrar to provide appropriate contact information under separate cover

if to the Registry:

Registry Name: Minds + Machines GmbH
Attention: Caspar von Veltheim
Physical Address: Antonienstr. 3, 80802 Munich
Country: Germany
Telephone Number: +49 (0) 89 360 351 05
Email Address: support@nic.nrw

with a copy to:

Back-End Provider: Knipp Medien und Kommunikation GmbH
Physical Address: TechnologieParkDortmund
Martin-Schmeißer-Weg 9, 44227 Dortmund
Country: Germany
Telephone: + 49 231 9703-0
Fax: + 49 231 9703-200
Email Address: nrw-support@tango-rs.com

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j. <u>Assignment/Sublicense.</u> Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. The Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the Registry. The Registry may assign its rights or obligations under this Agreement to an affiliate without the consent of the Registrar.

k. <u>Assignment in Connection with Assignment of Agreement with ICANN.</u> In the event that the Registry's Registry Agreement with ICANN for the Registry TLD is validly assigned, the Registry's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties and obligations of the Registry under this Agreement. In the event that the Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, the Registrar's rights and responsibilities under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent Registrar assumes the duties and obligations of the Registrar under this Agreement.

l. <u>Use of Confidential Information.</u> 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 Confidential Information disclosed hereunder are subject to the following terms and conditions:

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

    ii. The Receiving Party shall make no disclosures whatsoever of any Confidential Information 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 terms of this Confidentiality Agreement.

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

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

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

    vi. Notwithstanding the foregoing, this Subsection imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is in or has entered the public domain

through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will insofar as it is lawfully entitled to do so promptly notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. The Receiving Party agrees insofar as it is lawfully entitled to do so to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the 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 that is legally required.

m. LIMITATION OF LIABILITY. UNLESS STATED OTHERWISE WITHIN THESE TERMS AND CONDITIONS, INCLUDING THE SUBSEQUENT STIPULATIONS, THE PARTIES SHALL BE LIABLE TO EACH OTHER IN ACCORDANCE WITH STATUTORY PROVISIONS.

   THE PARTIES OR ITS AGENTS OR LEGAL REPRESENTATIVES SHALL BE LIABLE TO AN UNLIMITED EXTENT FOR DAMAGES TO LIFE, BODY AND HEALTH, WHICH ARE CAUSED INTENTIONALLY OR THROUGH GROSS NEGLIGENCE.

   LIABILITY FOR SLIGHT NEGLIGENCE IS LIMITED TO THE EXTENT OF AN ESSENTIAL DUTY, WHICH MAKES THE PROPER EXECUTION OF THE AGREEMENT POSSIBLE AT ALL, BEING BREACHED AND THEREFORE A PARTY COULD RELY ON THE COMPLIANCE OF THE OTHER PARTY WITH ITS CARDINAL OBLIGATIONS, BUT ALWAYS ONLY IN THE AMOUNT OF THE FORESEEABLE DAMAGE. OTHERWISE THE PARTIES LIABILITY FOR SLIGHT NEGLIGENCE ARE EXCLUDED.

   CONTRACTUAL LIABILITY CLAIMS SHALL EXPIRE ONE YEAR FROM THE LIMITATION PERIOD. THIS DOES NOT APPLY TO INTENT OR GROSS NEGLIGENCE OF EITHER PARTY, ITS LEGAL REPRESENTATIVES OR AGENTS AND LOSS OF LIFE, BODY AND HEALTH. IN SUCH CASES, THE STATUTORY LIMITATION PERIOD SHALL APPLY.

n. Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

o. Intellectual Property. Subject to Section 2(f) (License) above, 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.

p. Representations and Warranties.

i.   Registrar. The Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and (insofar as the laws under which it is incorporated recognise) in good standing, (2) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, (4) the execution, performance and delivery of this Agreement has been duly authorized by the Registrar, and (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by the Registrar in order for it to enter into and perform its obligations under this Agreement.

ii. The Registry. The Registry represents and warrants that: (1) it is a corporation duly organized, validly existing under the laws of Germany, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorised by the Registry, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by the Registry in order for it to enter into and perform its obligations under this Agreement.

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

q. Indemnification. The Registrar, at its own expense and within thirty (30) calendar days of presentation of a demand by the Registry or Registry Related Parties under this paragraph, will indemnify, defend and hold harmless the Registry and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against the Registry, Registry Related Parties, or any affiliate of the Registry based on or arising from any claim or alleged claim (i) relating to any product or service of the Registrar; (ii) relating to any agreement, including the Registrar's dispute policy, with any Registered Name Holder of the Registrar; or (iii) relating to the Registrar's domain name registration business, including, but not limited to, the Registrar's advertising, domain name application process, systems and other

processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) the Registry or Registry Related Party provides the Registrar with prompt notice of any such claim, and (b) upon the Registrar's written request, the Registry or Registry Related Parties will provide to the Registrar all available information and assistance reasonably necessary for the Registrar to defend such claim, provided that the Registrar reimburses the Registry for its actual and reasonable costs and expenses. The Registrar will not enter into any settlement or compromise of any such indemnifiable claim without the Registry's, or where applicable Registry Related Parties' prior written consent, which consent shall not be unreasonably withheld. The Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees in accordance with the RVG or any other statutory provision and costs awarded against or otherwise incurred by the Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

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

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

for Registry by: for Registrar by:

_____   _____
Name   Company Name

_____   _____
Title   Name

_____   _____
Date   Title

                                                      _____
                                                      Date

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Registry-Registrar Agreement

Annex 1

In order to register a domain in the .NRW TLD, the Registrant must comply with the following, in addition to the requirements of the .NRW Registry Policies, which is incorporated herein by reference.

Eligibility for Registration

At the Registry's sole discretion, only Registrants with a NRW postcode—in both Sunrise and General Availability—are eligible to register a .NRW domain. Eligibility is verified via a postcode check in real-time by the Registry's Back-End Provider.

.NRW Launch

Sunrise is expected to be on application basis (as opposed to a first come, first served basis) and will last approximately 60 days. Full details, including additional rules will be communicated to the Registrar separately.

Blocked Names

The Registry may block names it considers to be profane or inappropriate in this TLD, all two character names, and any other names as required by its contract with ICANN or by applicable law.

Reserved Names

The Registry may reserve names from registration and/or release such names at any time.

Premium Names

Registrars have the option to participate in our premium name program. By initialling here, the Registrar agrees to carry the Registry TLD premium names: _____

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