

**BANGNING**  
**Registry-Registrar Agreement**  
**.TOP Registry**

This Registry-Registrar Agreement is entered into by and between .TOP Registry and Registrar \_\_\_\_\_, and takes effect on \_\_\_\_ (mm) \_\_\_\_ (dd) \_\_\_\_ (yy). .TOP Registry and Registrar may be referred to individually as a "Party" and collectively as the "Parties". Whereas, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers (ICANN) to operate a shared registration system, TLD nameservers, and other equipment for the .top top-level domain; Whereas, multiple registrars provide Internet domain name registration services within the ".top" TLD and Registrar wishes to have access to the Registry System to register second-level domain names in the ".top" TLD. Whereas, Registrar wishes to be a providing TLD registration service Registrar. 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 Parties, intending to be legally bound, hereby agree as follows:

**1. DEFINITIONS AND CONSTRUCTION**

- 1.1. "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.
- 1.2. "Business Day" means a regular working day (other than a Saturday, Sunday or public holiday) in the PRC. Unless otherwise specified, references to "Business Day" in this Agreement have the meaning set forth herein, but "day" shall mean calendar day.
- 1.3. "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 days of the disclosure.
- 1.4. "Consensus Policies" refer to the policies specified in Specification 2 of the Registry Agreement.
- 1.5. "DNS" refers to the Internet domain name system.
- 1.6. "EPP" means the Extensible Provisioning Protocol.
- 1.7. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.
- 1.8. "IP" means Internet Protocol.
- 1.9. The "Licensed Product" refers to the intellectual property required to access the Supported Protocol, and to the APIs, and software, collectively.
- 1.10. "Personal Data" refers to data about any identified or identifiable natural person.
- 1.11. The "RAA" refers to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on 27 June 2013 or any subsequent version entered between Registrar and ICANN.
- 1.12. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether

consisting of two or more (e.g., domain. top) levels, about which .TOP Registry or its subcontractors (including but not limited to the "Registry Services Provider") engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.13. "Registered Name Holder" refers to a holder of a Registered Name.

1.14. "Registry" or "Registry TLD" means the ".top" TLD.

1.15. The "Registry Agreement" refers to the Registry Agreement in respect of the Registry TLD entered into between .TOP Registry and ICANN and any supplement(s) to the Registry Agreement and any subsequent amendments or renewals,

1.16. <http://www.icann.org/en/about/agreements/registries/top>. The "Registry Policies" means the policies, procedures, guidelines and criteria established or adopted by .TOP Registry (and as they may be amended, modified, or superseded) from time to time, including without limitation, such policies published on .TOP Registry's website at <http://www.nic.top/en/policy.asp>.

1.17. The "Registry Services Provider" means **Internet Domain Name System Beijing Engineering Research Center(ZDNS)**, a company incorporated under the laws of the PRC.

1.18. The "Registry System" refers to the multiple registrar system operated by .TOP Registry for registration of Registered Names in the Registry TLD.

1.19. "Supported Protocol" means .TOP Registry's implementation of EPP, or any successor protocols, supported by the Registry System.

1.20. A "TLD" is a top-level domain of the DNS.

## **2. OBLIGATION OF THE PARTIES**

### **2.1. Conditions Precedent.**

This Agreement is conditional upon the fulfillment of the following conditions precedent:

- (a) The Registry Agreement is duly executed by .TOP Registry and ICANN; and
- (b) The RAA is duly executed by Registrar and ICANN.

### **2.2. Registry System Operation and Access.**

Throughout the term of this Agreement, .TOP Registry or its subcontractor shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between .TOP Registry and ICANN.

### **2.3. Maintenance of Registrations Sponsored by Registrar.**

Subject to the provisions of this Agreement, ICANN requirements, and .TOP Registry requirements, including, without limitation, those authorized by ICANN, .TOP Registry shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the Fees required by Section 5.

### **2.4. Distribution of EPP, APIs and Software.**

No later than thirty (30) Business Days after the Effective Date of this Agreement, .TOP Registry shall make available to Registrar (i) full documentation of the Supported Protocol, (ii) the APIs to

the Supported Protocol with documentation, and (iii) reference client software (the "Software") that will allow Registrar to develop its system to register second-level domain names through the Registry System for the Registry TLD. If .TOP Registry elects to modify or upgrade the APIs and/or Supported Protocol, TOP Registry shall provide updated APIs to the Supported Protocol with documentation and updated Software to Registrar promptly as such updates become available.

#### 2.5. Registrar Responsibility for Customer Support.

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

#### 2.6. Data Submission Requirements.

As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to .TOP Registry in a timely manner.

#### 2.7. License.

Registrar grants .TOP Registry and the Registry Services Provider a non exclusive, royalty free, nontransferable 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 Registry System as made available to Registrar by .TOP Registry and the Registry Services Provider from time to time, for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by the Registry Agreement concerning the operation of the Registry TLD, as may be amended from time to time.

#### 2.8. RNH Registration Agreement and Domain Name Dispute Resolution.

##### 2.8.1 RNH Registration Agreement

Registrar shall have in effect an electronic or paper registration agreement with each Registered Name Holder which may be amended from time to time by Registrar (each a "RNH Registration Agreement") , provided a copy is made available to .TOP Registry upon request by TOP Registry within 7 days. Registrar shall include in each RNH Registration Agreement those terms required by the RAA, this Agreement and the Registry Agreement, including but not limited to:

(a) Registered Name Holder must comply with all Registry Policies, as if they were incorporated into, and form part of the RNH Registration Agreement. In the event of any inconsistency between any Registry Policy and the RNH Registration Agreement, then that Registry Policy will prevail to the extent of such inconsistency.

(b) Register Name Holder agrees to indemnify, defend and hold harmless .TOP Registry and its subcontractors (including the Registry Services Provider), and their respective directors, officers,

employees, agents, and affiliates from and against, to the maximum extent permitted by law, any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's registration or use of a domain name. Registered Name Holder further agrees that this indemnification obligation survives the termination or expiration of the RNH Registration Agreement.

(c) A provision prohibiting Registered Name Holder 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. Such provision must also provide consequences (including suspension of domain names) for such activities, as set out in the relevant Registry Policy.

(d) Registrar shall use best efforts to enforce all obligations owed by the Registered Name Holder under each RNH Registration Agreement.

#### 2.8.2 Domain Name Dispute Resolution

Consistent with Section 3.8 of the RAA, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until ICANN adopts an alternative Consensus Policy or other Specification or Policy with respect to the resolution of disputes concerning Registered Names, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy ("UDRP") identified on ICANN's website ([www.icann.org/general/consensuspolicies.htm](http://www.icann.org/general/consensuspolicies.htm)), as may be modified from time to time. Registrar shall also comply with the Uniform Rapid Suspension ("URS") procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by ICANN or TOP Registry.

#### 2.9. Secure Connection.

2.9.1 Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of .TOP 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.

2.9.2 Each EPP session shall be authenticated and encrypted using two-way secure socket layer (the "SSL") protocol. Registrar agrees to authenticate every EPP client connection with the Registry System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify the Registry within four (4) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

2.9.3 Upon prior written notification to Registrar, .TOP Registry or the Registry Services Provider

may require other industry standard security provisions, practices or technology to ensure that the Registry System is secure and stable, which .TOP Registry may adopt from time to time in its sole and complete discretion. The registry may only require the implementation of reasonable standard security.

#### 2.10. Handling of Personal Data.

(i) .TOP Registry's privacy policy sets out the purposes for which Personal Data submitted to .TOP 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. .TOP Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. .TOP Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

(ii) Registrar must get consent from registrant to use or collect the personal data of domain name and the registrar must take reasonable steps to prevent the loss, misuse, and unauthorized disclosure, modification or destruction of the personal data of the registrant.

#### 2.11. Authorization Codes.

Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar-.TOP 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 .TOP 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 within five (5) calendar days.

#### 2.12. Domain Name Lookup Capability and Whois Service.

Registrar agrees to employ in its domain name registration business .TOP Registry's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration. Registrar also agrees, at its expense, to provide an interactive web page Whois service providing free public query-based access to upto-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for the Registry TLD. The data accessible shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy or the RAA.

#### 2.13. Transfer of Sponsorship of Registrations.

Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Transfer Policy as may be amended from time to time by ICANN.

#### 2.14. Time.

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 .TOP Registry records shall control.

#### 2.15. Compliance with Operational Requirements.

Registrar shall comply with each of the following requirements, and further shall include in each RNH Registration Agreement, as applicable, an obligation for the Registered Name Holder to comply with each of the following requirements:

- (a) ICANN standards, policies, procedures, and practices for which .TOP Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
- (b) Operational standards, policies (including the Registry Policies), procedures, and practices for the Registry TLD established from time to time by .TOP Registry (including its subcontractors) in a non arbitrary manner and applicable to all registrars (the "Operational Requirements"), and consistent with the Registry Agreement, as applicable, upon .TOP Registry's notification to Registrar of the establishment of those terms and conditions; and
- (c) Shall not represent to anyone that Registrar enjoys access to any of the Registry Operator's Registry System that is superior to that of any other registrar accredited for the Registry TLD.

#### 2.16. Resolution of Technical Problems or Breach of Agreement.

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 systems of .TOP Registry in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System or other emergency, or upon Registrar's violation of Operational Requirements or breach of this Agreement, .TOP Registry may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions or restrictions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, except where such action is requested by ICANN pursuant to ICANN's authority under the terms of the RAA to: (i) suspend or terminate Registrar's ability to create new Registered Names; or (ii) transfer Registered Names to a registrar designated by ICANN.

#### 2.17. Prohibited Domain Name Registrations.

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

#### 2.18. ICANN Requirements.

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

#### 2.19. 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.

#### 2.20. Rights Protection Mechanisms.

Registrar shall comply with Specification 7 of the Registry Operator's Registry Agreement with ICANN

### **3. LICENSE**

#### **3.1. License Grant.**

Subject to the terms and conditions of this Agreement, .TOP Registry hereby grants Registrar and Registrar accepts a nonexclusive, royalty-free, nontransferable, 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 Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name Holders. Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the Registry System: (i) check the availability of a domain name, (ii) register a domain name, (iii) reregister 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, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

#### **3.2. Limitations on Use.**

Notwithstanding any other provisions in this Agreement, except with the written consent of .TOP Registry, 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 Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or reengineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of .TOP 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.

#### **3.3. Changes to Licensed Materials.**

.TOP Registry may from time to time replace or make modifications to the Licensed Product licensed hereunder. .TOP Registry will provide Registrar with at least ninety (90) days' notice prior to the implementation of any material changes to the Supported Protocol, APIs or software licensed hereunder.

### **4. SUPPORT SERVICE**

#### 4.1. Engineering Support.

.TOP Registry agrees to provide Registrar with reasonable engineering telephone and email support 24 hours a day from Monday to Sunday (or if mutually agreed upon due to time difference) to address engineering issues arising in connection with Registrar's use of the Registry System.

#### 4.2. Customer Service Support.

During the term of this Agreement, .TOP Registry will provide reasonable telephone, web based and email customer service support to Registrar (not Registered Name Holder or prospective customers of Registrar), for nontechnical issues solely relating to the Registry System and its operation. .TOP Registry will provide Registrar with a telephone number and email address for such support during implementation of the Supported Protocol, APIs and Software.

### 5. PAYMENT

#### 5.1. Registration Fees.

(a) Registrar agrees to pay Billing Provider the fees as set forth in Exhibit A hereto for initial and renewal registrations and other incidental and ancillary services provided by Bangning (collectively, the "Fees") ;

(b) .TOP Registry reserves the right to adjust the Fees, provided that any adjustment shall be made only upon reasonable prior notice (generally through Email) to Registrar, and provided that such adjustments are consistent with the RRA and ICANN requirements;

(c) Registrar may make further cash deposits at any time and for any amount to replenish the Payment Security. .TOP Registry may also inform Registrar to make further cash deposits to increase the Payment Security amount based on its reasonably determination and by giving reasonable prior notice (generally through Email) to Registrar;

#### 5.2 Bank Account

Registrar shall make payments to the bank account designated by Billing Provider. The details of the bank account are:

Beneficiary's account number: 01091420030007154

Beneficiary's name: Jiangsu Bangning Science & Technology Co., Ltd

Beneficiary Bank: Bank of Nanjing

Bank Address: 288 ZHONGSHAN ROAD, Nanjing City, Jiangsu Province

Swift code: NJCBCNBN

Billing Provider will notify (usually by Email) Registrar of any change of the bank account information, and Registrar should remit payment to the updated Bank Account accordingly.

#### 5.3 Taxes

The Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, bank fees, use and value-added taxes, but excluding taxes based on the net income of Billing Provider) which are imposed by or under any Government Authority or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such Fees. All payments due to Billing Provider



under this Agreement shall be made without any deduction or withholding on account of any tax, duty, charge, fee or penalty except as required by law, in which case, the sum payable by 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, Billing Provider 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.

#### 5.4 Registrar's Fee for Domain Name Transfer

- (a) Registrar agrees to pay an amount equal to the prevailing renewal fee per domain name that is transferred to Registrar from another ICANN-accredited registrar.
- (b) For a bulk transfer of 50,000 names or more approved by ICANN under Part B of the Transfer Policy, Registrar agrees to pay US\$50,000.

#### 5.5 Registrar's fee for Domain Name Renewal in URS Complaint

Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed, and MUST NOT renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD).

#### 5.5 Variable Registry-level Fee

Registrar agrees to pay any Variable Registry-level Fee paid by .TOP Registry to ICANN. The fee may consist of two components; each component will be calculated by ICANN for each ICANN-accredited registrar:

- (a) 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 ICANN fiscal year but shall not exceed the amount set forth in the Registry Agreement.
- (b) 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 ICANN fiscal year.

#### 5.6 Non-Payment of Fees

Registrar acknowledges and agrees that timely payment of applicable Fees is an essential term of this Agreement and the RRA. In the event that Registrar fails to pay the applicable Fees due hereunder within three (3) Business Days after receipt of notice from Billing Provider, .TOP Registry is entitled to: (a) Stop accepting the new initial or renewal registrations from Registrar or in bound transfers into Registrar;

- (b) Delete the domain names associated with applicable Fees not paid in full from the Registry TLD database;
- (c) Give written notice of termination according to the RRA;

## 6. MISCELLANEOUS

### 6.1. Term of Agreement and Termination.

(a) Term of Agreement; Revisions. 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 this Agreement has been terminated as provided herein, Registrar elects not to renew, or .TOP Registry ceases to operate the registry for the Registry TLD. In the event that material revisions to this Agreement are approved by ICANN, Registrar shall have thirty (30) days from the date of notice of any such revision to review, comment on, and execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within such thirty (30) day period, terminate this Agreement immediately by giving written notice to .TOP Registry; provided, however, that in the event .TOP Registry does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period of the date of the notice, Registrar shall be deemed to have executed such amendment as of the thirtyfirst (31st) day after the date of the notice. (b) Termination for Cause. In the event that a 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.(c) Termination at Option of Registrar. Unless ICANN requires otherwise, registrar may terminate this Agreement at any time by giving .TOP Registry thirty (30) days' notice of termination.

(d) Termination upon Loss of Registrar's Accreditation. This Agreement shall terminate immediately in the event Registrar's accreditation by ICANN, or its successor, is terminated or expires without renewal.

(e) Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that the Registry Agreement is terminated or expires without entry of a subsequent Registry Agreement with ICANN or its successor.

(f) Termination in the Event of Bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.

(g) Termination by Government Agency. This Agreement shall terminate immediately if required under applicable law or by a related government authority.

(h) Effect of Termination. Upon expiration or termination of this Agreement, .TOP Registry will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payment obligations have been duly fulfilled and satisfied on a timely basis. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of Registered Name registrations to another ICANN-accredited registrar, in compliance with Part B of the Transfer Policy, or any other procedures established or approved by ICANN, as appropriate, and (ii) either return to .TOP Registry or certify to .TOP Registry the destruction of all Confidential Information it has received under this Agreement. In the event of termination, .TOP

Registry reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN accredited registrars. All Fees owing to .TOP Registry shall become immediately due and payable. (i) Survival. In the event of termination of this Agreement, the following shall survive: (i) Sections 2.7 (License), 2.8 (RNH Registration Agreement and Domain Name Dispute Resolution), 2.9 (Handling of Personal Data), 6.1(h) (Effect of Termination), 6.1(i) (Survival), 6.2 (No Third Party Beneficiaries; Relationship of the Parties), 6.6 (Attorneys' Fees), 6.7 (Dispute Resolution; Choice of Law; Venue), 6.8 (Notices), 6.10 (Use of Confidential Information), 6.11 (Delays or Omissions; Waivers), 6.12 (Limitation of Liability), 6.13 (Construction), 6.14 (Intellectual Property), 6.15(d) (Disclaimer of Warranties), 6.16 (Indemnification), and 6.17 (Entire Agreement; Severability); and (ii) Registrar's payment obligations as set forth in Section 5 with respect to Fees incurred during the term of this Agreement. No 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.

#### 6.2. No Third Party Beneficiaries; Relationship of the Parties.

This Agreement does not provide and shall not be construed to provide third parties (i.e., nonparties 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

#### 6.3. Force Majeure.

No Party shall bear any liability, in contract or any tort, for any damage, including special damage, consequential damage or indirect damage, pursuant to this Agreement or at law, occasioned by force majeure, including fire, flood, war, acts of sabotage, serious disturbances of the public peace, a shortage of reasonable sources for the supply of equipment essential to the operation of the Internet and/or the Registry System, an act or omission of a communications licensee or restrictions imposed by it, a temporary delay, restriction, cessation or disconnection in services and ancillary services in consequence of government regulations or orders, Internet restrictions, military or security restrictions, fraud prevention means or other causes that are not in such Party's control.

#### 6.4. Further Assurances.

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.

#### 6.5. Amendment in Writing.

Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by the Parties. Any new services approved by ICANN and purchased by Registrar will be subject to such terms and conditions as may be established by .TOP Registry through an appendix to this Agreement or such other agreement executed by Registrar

and .TOP Registry.

#### 6.6. Attorneys' Fees.

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 attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

#### 6.7. Dispute Resolution; Choice of Law; Venue.

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 Arbitration Commission mutually agreed upon and by Chinese language (or by English language if mutually agreed upon).

#### 6.8 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 to the address set forth in Exhibit 2, unless Party has given a notice of a change of address in writing.

#### 6.9. Assignment/Sublicense.

6.9.1. 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. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of .TOP Registry. .TOP Registry may assign its rights or obligations under this Agreement to an affiliate without the consent of Registrar.

6.9.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that the Registry Agreement is validly assigned, TOP 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 .TOP 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.

#### 6.10. 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 Confidential Information disclosed hereunder are subject to the following terms and conditions: (a) 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. (b) 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. (c) 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 take reasonable steps to maintain the confidentiality thereof. (d) The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party. (e) The Receiving Party agrees not to prepare any derivative works based on the Confidential Information. (f) Notwithstanding the foregoing, this Subsection 6.10 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

#### 6.11. Delays or Omissions; 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. No 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.

#### 6.12. Limitation of liability.

In no event shall either party be liable for any special, indirect, incidental, punitive, exemplary or consequential damages, or any consequential damages of any kind (including lost profits), arising out of or in connection with this agreement, even if such party has been advised of the possibility of such damages. In no event shall the maximum aggregate liability of the parties exceed the

lesser of (i) the total amount paid to .TOP Registry under the terms of this Agreement for the immediately preceding twelve (12) month period, or (ii) 500,000RMB.

#### 6.13. 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.

#### 6.14. Intellectual Property.

(a) Subject to Section 2.7 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. (b) Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement. (c) Registrar acknowledges that data in connection with Registered Names and Registered Name Holders is not proprietary information and that it belongs to neither Registrar, nor .TOP Registry and is held by .TOP Registry for the public good.

#### 6.15. Representations and Warranties

(a) Registrar. Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the of the jurisdiction in which it is incorporated, (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, pursuant to the RAA (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement, (6) Registrar has the knowhow, experience, skill, expertise, means, ability, personnel, infrastructure and equipment required to engage in providing services for the registration and management of domain names and to perform all its obligations under this Agreement, to the highest standard and in accordance with the terms, conditions and times set forth herein, (7) information, documents and certificates provided to .TOP Registry directly or indirectly by or on behalf of Registrar about Registrar is accurate, true and correct, and (8) Registrar shall not do anything that might reasonably constitute a material risk to the stability of the Registry System.

(b) .TOP Registry. .TOP Registry represents and warrants that: (1) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, and (3) the execution, performance and delivery of this Agreement has been duly authorized by .TOP Registry.

(c) Disclaimer of Warranties. The EPP, APIs and Software are provided "asis" and without any warranty of any kind. .TOP 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. .TOP Registry does not warrant that the functions contained in the EPP, APIs or software will meet Registrar's requirements, or that the operation of the EPP, APIs or software will be uninterrupted or errorfree, or that defects in the EPP, APIs or software will be corrected. Furthermore, .TOP Registry does 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, Registrar assumes the entire cost of all necessary servicing, repair or correction of Registrar's own systems and software.

#### 6.16 Indemnification.

6.16.1 .TOP Registry, at its own expense and within thirty (30) calendar days after presentation of a demand by Registrar under this paragraph, will indemnify, defend and hold harmless Registrar and its respective employees, directors, officers, representatives, agents and affiliates, against, to the maximum extent permitted by law, any claim, suit, action, or other proceeding brought against Registrar or any affiliate of Registrar based on or arising from, (i) any failure on the part of .TOP Registry's domain name registration systems, and/or (ii) any claim the .TOP Registry's domain registration systems infringing another party's intellectual property; provided, however, that in any such case:

- (a) Registrar provides .TOP Registry with prompt notice of any such claim, and
- (b) Upon .TOP Registry's written request, Registrar will provide to .TOP Registry all available information and assistance reasonably necessary for .TOP Registry to defend such claim, provided that .TOP Registry reimburses Registrar for its actual and reasonable costs. .TOP Registry will not enter into any settlement compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld. .TOP Registry will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.16.2 Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by .TOP Registry under this paragraph, will indemnify, defend and hold harmless .TOP Registry and its respective employees, directors, officers, representatives, agents and affiliates, against, to the maximum extent permitted by law, any claim, suit, action, or other proceeding brought against .TOP Registry or any affiliate of .TOP Registry based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of 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; provided, however, that in any such case:

- (a) .TOP Registry provides Registrar with prompt notice of any such claim, and
- (b) Upon Registrar's written request, .TOP Registry will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses .TOP Registry for its actual and reasonable costs. .TOP Registry shall have the right to control the defense of .TOP Registry to any claim or in litigation, through counsel of its choice, whose fees shall be subject to indemnification as provided herein. Registrar will not

enter into any settlement compromise of any such indemnifiable claim without .TOP 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 .TOP Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.17. 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.

6.18. Counterparts and Language

(a) This Agreement may be executed in counterparts. Each Party shall execute two originals and keep one originals.

**.Top Registry**

**Registrar**

**Signature:**

**Signature:** \_\_\_\_\_

**Seal:**

**Seal:** \_\_\_\_\_



## EXHIBIT 1

### 1. Domain Name Initial Registration Fees

(a) Registrar has the option to obtain initial domain name registrations for terms of one (1) to ten (10) year. The standard first year registration cost fee is 36CNY. (b) AGP refers to "Add Grace Period", the five calendars day period when Registrar may delete a newly registered domain name and, subject to ICANN's AGP Limits Policy ([http://www.icann.org/en/resources/registries/agp/agppolicy17dec08\\_en.htm](http://www.icann.org/en/resources/registries/agp/agppolicy17dec08_en.htm)), receive a refund equivalent to the initial Registration Fee. AGP refund is only available after commencement of Open Registration.

### 2. Registered Name Renewal Fee

Renewal cost fee is 36CNY per year.

### 3. Redemption Fee

Registrar agrees to pay a redemption fee of 336CNY to restore a deleted domain name during a 30day "Redemption Grace Period" (the "RGP"). The RGP operates as follows:

(a) If a domain name is deleted before the expiration of its Registration Period, it will enter into the RGP; (b) When a Registered Name expires, it will be automatically renewed for one (1) year and the expired domain name enter into a 45day "AutoRenew Grace Period",. If the domain name is deleted during the AutoRenew Grace Period, it will enter into the RGP. (c) A restored domain name will be renewed for another year.

4. Fees for Incidental and Ancillary Services Billing Provider will give Registrar prior notice of any other fees for incidental and ancillary services provided by .TOP Registry and/or Billing.

### 5. Sufficiency of Payment Security

Registrar acknowledges and agrees that the Fees set out in this Exhibit A will be deducted from Registrar's Payment Security as they occur and Registrar shall ensure its Payment Security balance is sufficient to cover the applicable Fees at all times.

### 6. Billing and Payment of Fees.

The Parties will enter into a separate agreement that contains the prevailing Fees, billing and payment arrangements of such Fees, marketing and administrative customer service issues on or about the Effective Date.

## EXHIBIT 2

### To Registrar:

Name of contact person: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### Second Registrar contact

Name of contact person: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### To .TOP Registry

Name of contact person: **Chen Jie**

Physical Address: 3rd Floor Bangning Technology Park, 2 Yuhadadao Yuhuatai District, Nanjing  
City, Jiangsu Province

Postal Code: 210012

Country: China

Telephone Number: +86 25 868834320

E-Mail: [info@nic.top](mailto:info@nic.top)

### Second Registry contact

Name of contact person:

Physical Address:

Postal Code:

Country:

Telephone Number:

E-Mail: