

~~Dated _____ 20nn~~

~~MUSEUM DOMAIN MANAGEMENT ASSOCIATION
“MUSEDOMA”~~

~~-and-~~

~~{Insert Name}~~

~~REGISTRAR AGREEMENT~~

~~ICANN ACCREDITED REGISTRAR AUTHORIZING AGREEMENT~~

This Authorizing Agreement ("Agreement") is by and between the Museum Domain Management Association ("MuseDoma"), a Delaware non-profit corporation, and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on _____ ("Effective Date"), at Los Angeles, CA, USA.

~~WHEREAS, on October 17, 2001, MuseDoma and the Internet Corporation for Assigned Names and Numbers ("ICANN") entered into a TLD Sponsorship Agreement pursuant to which ICANN established a new top-level domain name, .museum, and designated MuseDoma as the Sponsor of .museum ("Sponsorship Agreement").~~

~~WHEREAS, in accordance with the terms and conditions of the above-referenced Sponsorship Agreement, MuseDoma agreed to select at least five (5) ICANN-accredited registrars to provide registrarial services for .museum.~~

~~WHEREAS, Registrar, being an ICANN-accredited registrar pursuant to a Registrar Accreditation Agreement entered into between ICANN and Registrar on [insert date] and continuing through and including [insert date] ("Registrar's ICANN Agreement"), has, in response to MuseDoma's Notice of Registrar Interest, offered to provide registrarial services for the .museum top-level domain and MuseDoma has agreed to obtain registrarial services from Registrar for the .museum top-level domain.~~

~~NOW, THEREFORE, in consideration of the above premises and the mutual agreements set forth below, MuseDoma and Registrar agree as follows:~~

~~1 DEFINITIONS~~

~~1.1 Meanings. In this Agreement, the following words have these meanings:~~

~~**.museum Registry Protocol** means the protocol used by Registrars to communicate with the System.~~

~~**Domain Name** means a domain name that is at the second, third, fourth or lower levels of the .museum domain name hierarchy (for example *bigcity.art.museum*).~~

~~**DNS** refers to the Internet domain name system that lets users locate domain names on the Internet.~~

~~**ENS Organization** means MuseDoma or an entity appointed by MuseDoma to verify and establish a Registrant's eligibility to receive or renew a Domain Name.~~

~~**Fees** means the fees payable by a Registrar to MuseDoma as set forth in Schedule 4.~~

~~ICANN~~ means the Internet Corporation for Assigned Names and Numbers, a not for profit corporation.

~~Intellectual Property Rights~~ means patents, trade marks, service marks, trade names, design rights, copyrights, database rights, rights in know how and other intellectual property rights of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights.

~~Licensed Product~~ means the *.museum* Registry Protocol and the Software and any updates provided to the Registrar from time to time.

~~Minimum Data Elements~~ means the data to be provided by Registrar to the System as described in the *.museum* Registry Protocol and in Schedule 3.

~~Domain Management Policy~~ refers to the, “Eligibility Requirements, Naming Conventions, and Acceptable Use Policy for the *.museum* Top Level Domain” found at: http://musedoma.museum/name_requests/policy.html. This is the authoritative version of a document that MuseDoma may amend from time to time.

~~*.museum* Naming Conventions~~ means the *.museum* Naming Conventions as found in the Domain Management Policy.

~~Personal Data~~ means any data about any identified or identifiable natural person.

~~Registrant~~ means an applicant for, or licensee of, a Domain Name.

~~Registrar Acceptance Criteria~~ means the criteria set out in Schedule 2.

~~Registration Process~~ means the procedures for processing Domain Name applications, registrations and transfers of Domain Names between Registrars as set out in Schedule 1, which may be amended by MuseDoma from time to time.

~~Service Commencement Date~~ means the date on which Registrar begins registering Registrants for Domain Names.

~~Software~~ means the client version of the software required for the authentication and transport of information to the System.

~~Sponsor~~ means MuseDoma, the sponsoring organization for the *.museum* top level domain.

~~Sponsorship Agreement~~ means the *.museum* TLD Sponsorship Agreement between MuseDoma and ICAAN.

~~System~~ refers to the shared registry system for processing and recording registrations of Domain Names by multiple Registrars.

~~Term~~ means the period commencing on the date of this Agreement and ending October 16, 2006.

1.2 ~~Meaning of references.~~ In this Agreement, unless the context otherwise requires, a reference to:

- a) ~~this Agreement includes the exhibits, schedules and annexures referenced herein;~~
- b) ~~\$ is to the lawful currency of the United States of America;~~
- c) ~~Domain Name registration is taken to mean a license to use that Domain Name.~~

~~2 OBLIGATIONS OF THE PARTIES~~

~~1.3 System operation and access.~~ MuseDoma, or its designee, shall operate and manage the System and shall use its reasonable efforts to ensure that Registrar has access to the System enabling Registrar to transmit registration information for Domain Names to the System according to the *.museum* Registry Protocol.

~~1.4 Distribution of the .museum Registry Protocol specifications and the Software.~~ As soon as possible after the date of this Agreement, MuseDoma, or its designee, will provide Registrar with:

- a) ~~documentation for the .museum Registry Protocol;~~
- b) ~~the specification of the content and format of the information to be exchanged with the System;~~
- c) ~~a copy of the Software; and~~
- d) ~~instructions for Registrar to connect to the ENS rules testing tool which will allow Registrar to verify whether a requested Domain Name is available.~~

~~1.5 Security and technical requirements.~~ Registrar:

- a) ~~will not be permitted to access the System until it has demonstrated to MuseDoma that it is ready and able to communicate with the System in accordance with the Registrar Acceptance Criteria; and~~
- b) ~~undertakes to comply with the technical and policy requirements of MuseDoma as notified to Registrar by MuseDoma from time to time.~~

~~1.6 Registrar responsibility for customer support.~~ Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and a customer interface to take and (where necessary) accept requests for Domain Names. Registrar will also be responsible for receiving, logging and resolving all customer complaints.

~~1.7 Data submission requirements.~~ As part of its registration of all accepted Domain Names, Registrar shall, for all Domain Name registrations it processes, submit the Minimum Data Elements to the System using the *.museum* Registry Protocol.

~~1.8 License.~~ Registrar grants to MuseDoma a non-exclusive license to use the data elements it submits to the System for the purpose of operating the *.museum* top-level domain.

~~1.9 Registrar's Registration Agreement.~~ Registrar agrees to follow the directions of MuseDoma as given from time to time in respect of the processing of applications and registrations for Domain Names. In particular Registrar shall:

- a) ~~only accept applications that meet the criteria set out in the .museum Naming Conventions;~~

- b) ~~check the identity of the Registrant in accordance with the Registration Process and the suitability of the application under the .museum Naming Conventions and where appropriate refer the application to the relevant ENS Organisation;~~
- c) ~~employ an electronic or paper registration agreement containing the minimum terms set out in Schedule 3;~~
- d) ~~require the Registrant to comply with the .museum Naming Conventions; and~~
- e) ~~ensure that the Registrants are made aware that:~~
 - i) ~~the application must comply with the .museum Naming Conventions;~~
 - ii) ~~the application must meet the registration criteria set out in the .museum Naming Conventions;~~
 - iii) ~~submission of the application to the ENS Organization will be a pre-condition of registration for each Domain Name; and~~
 - iv) ~~MuseDoma may reject or cancel any application or Domain Name registration that in its reasonable opinion fails to meet the above requirements.~~

~~1.10 — **Secure connection.** Registrar agrees to develop and employ in its Domain Name registration business up to date technology and to follow the instructions given from time to time by MuseDoma to ensure that its connection to the System is secure. Each .museum Registry Protocol session shall be authenticated and encrypted in the manner set out in the Registration Process. Registrar agrees to notify MuseDoma of any breaches of security within four hours of learning of the breach, and must inform MuseDoma immediately if it becomes aware that its Registrar private key or password has been compromised in any way.~~

~~1.11 — **Domain Name lookup capability.** Registrar agrees to employ in its Domain Name registration business MuseDoma's domain name lookup capability to determine if a requested Domain Name is available or currently unavailable for registration.~~

~~1.12 — **Transfer of registrations.** Registrar agrees to implement transfers of Domain Name registrations from another registrar to Registrar and vice versa pursuant to the Registration Process.~~

~~1.13 — **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 System registry records shall be conclusive.~~

~~1.14 — **Compliance with terms and conditions.** Registrar agrees to comply with all other reasonable terms or conditions established by MuseDoma from time to time, to assure sound and efficient operation of the System.~~

~~1.15 — **Employees.** Registrar agrees and undertakes to have sufficient employees to perform its obligations and functions as a Registrar under the terms of this Agreement.~~

~~1.16 — **Resolution of technical problems.** Registrar agrees to employ the necessary employees, contractors, or agents with sufficient technical training and experience as reasonably required to deal with all technical problems concerning the use of the .museum Registry~~

~~Protocol in conjunction with Registrar's systems. Registrar agrees that if in MuseDoma's reasonable opinion there is a possibility of significant degradation of the System or other emergency, MuseDoma may temporarily suspend all or part of Registrar's access to the System.~~

~~1.17 — **Insurance.** Registrar shall have in place a fully comprehensive insurance policy to cover its obligations and liabilities under this Agreement. This insurance shall cover the Registrar's obligations and liabilities to a minimum of \$1,000,000.~~

~~1.18 — **Prohibited Domain Name registrations.** Registrar agrees to comply with the *.museum* Naming Conventions at all times and the other policies of MuseDoma that will be applicable to all Registrars and that will prohibit the registration of certain Domain Names which are not suitable to be registered under the *.museum* Naming Conventions, or which are prohibited by law, statute or regulation or similar instrument.~~

~~1.19 — **Indemnification required of Registrants.** Registrar shall require each Registrant to indemnify, defend and hold harmless MuseDoma, and its directors, officers, members, employees, contractors, and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and professional fees and expenses arising out of or relating to the Registrant's Domain Name registration.~~

~~3 — LICENSE~~

~~1.20 — **License grant.** MuseDoma grants to Registrar a non-exclusive, non-transferable, worldwide limited license to:~~

- ~~a) — state that it is authorized by MuseDoma as a registrar of Domain Names;~~
- ~~b) — use the logo specified by MuseDoma from time to time to indicate that Registrar is an authorised registrar of Domain Names;~~
- ~~c) — link to pages and documents within the *.museum* website, provided they are not framed by other material; and~~
- ~~d) — use the Licensed Products to provide Domain Name registration services.~~

~~1.21 — **Limitations on use.** Unless it has obtained the prior written consent of MuseDoma, Registrar shall not:~~

- ~~a) — sublicense the Licensed Products or otherwise permit any use of the Licensed Products by or for the benefit of any party other than Registrar, including resellers;~~
- ~~b) — decompile, reverse engineer, copy or re-engineer the Software for any unauthorized purpose; or~~
- ~~c) — use or permit the use of the Licensed Products in violation of any international, national, federal, state or local rule, regulation or law, or for any unlawful purpose.~~

~~1.22 — **Access to the System.** Registrar agrees to employ the necessary measures to prevent its rights of access to the System granted in this Agreement from being used for:~~

- ~~a) — the transmission of unsolicited e-mail communications to entities other than Registrar's actual customers;~~

- b) ~~high volume, automated, electronic processes that apply to MuseDoma for large numbers of Domain Names, except as reasonably necessary to register Domain Names or modify existing registrations; or~~
- c) ~~high volume, automated, electronic, repetitive queries for the purpose of extracting data to be used for Registrar's purposes, except as reasonably necessary to register Domain Names or modify existing registrations.~~

~~1.23 — **Changes to Licensed Products.** MuseDoma may from time to time make modifications to the Licensed Products. MuseDoma, or its designee, will provide Registrar with at least 60 days' notice prior to the implementation of any such changes that are material.~~

~~4 — **SUPPORT SERVICES**~~

~~1.24 — **Engineering support.** MuseDoma agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 am to 5 pm Central European Time or at such other times as may be agreed upon) to address engineering issues arising in connection with Registrar's use of the System.~~

~~1.25 — **Customer service support.** MuseDoma will provide reasonable telephone, e-mail and general information on its website by way of customer service second level support to Registrar solely relating to non technical issues regarding the System. MuseDoma will provide Registrar with a telephone number and e-mail address for such support during implementation of the Licensed Products. MuseDoma may provide a Web based customer service capability in the future and, if it does, such web based support will become the primary method of customer service support to Registrar. First level telephone support will be available on a 7 day/24 hour basis for requests that require the immediate attention of the *.museum* registry.~~

~~5 — **FEES**~~

~~1.26 — **Fees.** Registrar agrees to pay the Fees to MuseDoma for initial and renewal registrations of Domain Names and other services provided by MuseDoma. If Registrar collects Fees from a Registrant for multiple years for a Domain Name, Registrar will simultaneously forward the Fees to MuseDoma for all registered years. MuseDoma may revise the Fees in the manner set out in Schedule 4. All Fees are in United States Dollars.~~

~~1.27 — **Payment of Fees.** In advance of incurring Fees, Registrar shall establish a deposit with MuseDoma and maintain such deposit with a minimum credit balance of an amount agreed with MuseDoma from time to time ("Deposit Account"). In the absence of such agreement, this amount is \$3,000 (USD). All Fees are due immediately upon receipt of registrations for Domain Names and/or upon provision of other services by MuseDoma. Payment shall be made by draw down of the deposit established by Registrar with MuseDoma.~~

~~1.28 — **Alternative form of payment of Fees.** During the Term, MuseDoma may permit Registrar to select an alternative form of payment of Fees using an account operated by MuseDoma's designated registry services provider. MuseDoma will provide Registrar with information about the policies and procedures relating to such alternative form of payment of Fees when and if such option is made available.~~

~~1.29 — **Non-payment of Fees.** Timely payment of Fees is a material condition of performance under this Agreement. If Registrar fails to pay any Fees due to MuseDoma, either for initial registrations of Domain Names or renewals within 30 days of the due date, then MuseDoma may (without prejudice to any other rights it has) stop accepting new registrations and/or delete from the System the registrations associated with invoices not paid in full and give notice to Registrar to terminate this Agreement pursuant to clause 7.2.~~

~~1.30 — **Reporting and audits.** Registrar will provide MuseDoma with access to its reports or provide a real time reporting facility via a password protected link showing the number of Domain Names it has registered and any other chargeable transactions in the *.museum* registry it has performed. During the Term of this Agreement and for one year thereafter, Registrar agrees to keep up to date, full and accurate accounts and entries to show the number of Domain Name registrations it has made and sums paid in order that MuseDoma may verify the Fees payable to MuseDoma from time to time. During this time, MuseDoma (or its authorized agent) shall be entitled to inspect and audit such records to verify the above information. In the event of an underpayment revealed by such audit, Registrar will promptly make good the underpayment and if such underpayment is 5% or more of the total amount of Fees due for the audited period, Registrar shall in addition reimburse MuseDoma the costs of the audit.~~

~~6 — **CONFIDENTIAL INFORMATION**~~

~~1.31 — Each party shall:~~

- ~~a) — keep confidential all information (whether in written, oral or electronic form, provided if disclosed orally such information is, within 20 days of disclosure, described in writing, identified “Confidential” and sent to the receiving party) concerning the business and affairs of the other party and obtained in connection with this Agreement (“Confidential Information”);~~
- ~~b) — treat Confidential Information belonging to the other with the same degree of care that it uses for its own confidential information;~~
- ~~c) — not, without the prior written consent of the other, disclose Confidential Information belonging to the other, in whole or in part, to any other person save those of its employees, agents and authorized subcontractors who need to know the Confidential Information in question; and~~
- ~~d) — use the Confidential Information belonging to the other solely in connection with this Agreement and not otherwise for its own benefit or the benefit of any third party.~~

~~1.32 — This clause 6 shall not apply to any information which:~~

- ~~a) — is or becomes public knowledge other than by breach of clause 6.1;~~
- ~~b) — is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;~~
- ~~c) — is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or~~

d) is independently developed without access to any Confidential Information belonging to the other.

~~7 TERM OF AGREEMENT AND TERMINATION~~

~~1.33 **Term of the Agreement.** This Agreement will commence on the Effective Date and will continue through and including October 16, 2006, unless terminated earlier in accordance with the terms hereof. The Service Commencement Date will be no later than sixty (60) days from the Effective Date.~~

~~1.34 **Termination.** If either party fails to perform any of its obligations under this Agreement and such failure continues for seven days after notice of such failure is given to the party failing to perform by the other party, then the party giving notice of such failure may immediately, or at any time thereafter, terminate this Agreement by written notice to the party failing to perform, without prejudice to any remedies (whether set forth in this Agreement or provided for by law or in equity) which might otherwise be available to the party giving notice for such failure. Upon such termination, MuseDoma shall be obligated only with respect to returning any monies remaining in Registrar's Deposit Account. Registrar will return to MuseDoma all Licensed Products, Software, Confidential Information, materials or equipment provided by MuseDoma to Registrar. Registrar will use good faith efforts to assist Registered Name Holders to identify another Registrar.~~

~~1.35 **Termination at option of Registrar.** Registrar may terminate this Agreement at any time by giving MuseDoma at least 60 days prior written notice of termination.~~

~~1.36 **Termination upon loss of Registrar's accreditation by ICANN or authorization by MuseDoma.** This Agreement shall terminate automatically if Registrar's accreditation by ICANN is terminated or expires without renewal.~~

~~1.37 **Termination in the event that MuseDoma loses authorization.** This Agreement shall terminate automatically if MuseDoma ceases to serve as the Sponsor for the .museum top-level domain.~~

~~1.38 **Termination due to material change.** Either party may terminate this Agreement upon 60 days prior written notice to the other if there is a material change in the operation, regulation, or authority of ICANN, or if there is a material change in the Sponsorship Agreement.~~

~~1.39 **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 (except for the purposes of a solvent reconstruction or amalgamation), or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.~~

~~1.40 **Effect of termination.** Upon expiration or termination of this Agreement, in so far as it is able, MuseDoma will complete the registration of all Domain Names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's~~

payments to MuseDoma for Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall:

- a) — transfer its registered Domain Names to any other authorized registrar(s) where requested, in compliance with any procedures established or approved by, MuseDoma, ICANN or another competent body, as appropriate;
- b) — at MuseDoma's option either return to MuseDoma or certify to MuseDoma the destruction of all data, software and documentation it has received under this Agreement; and
- e) — pay MuseDoma all Fees due and outstanding.

1.41 — **Survival.** In the event of termination of this Agreement, the following shall survive: (i) clauses 2.6, 2.7, 6, 7.8, 8.4, 9, 11.1, 11.5, 11.6, 11.9 and 11.10; (ii) Registrant's obligations to indemnify, defend, and hold harmless MuseDoma, as stated in clause 2.17; and (iii) Registrar's payment obligations as set out in clause 5 with respect to Fees incurred during the Term of this Agreement. Neither party shall be liable to the other for losses or damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any loss or damage arising from any breach by it of this Agreement.

8 — REPRESENTATIONS, WARRANTIES AND INDEMNITIES

1.42 — **Registrar.** Registrar represents and warrants that:

- a) — it is a corporation duly incorporated, validly existing and in good standing under the law of the place of incorporation as set forth above;
- b) — it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- e) — it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor;
- d) — the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and
- e) — it shall, in performing its obligations under this Agreement, comply with all applicable laws and regulations and that 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.

1.43 — **MuseDoma** represents and warrants that:

- a) — it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- b) — the execution, performance and delivery of this Agreement has been duly authorized by the Sponsor; and
- e) — no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by MuseDoma in order for it to enter into and perform its obligations under this Agreement.

~~1.44 — **Disclaimer of Warranties.** The Licensed Products are provided "as is" and without any warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, MUSEDOMA EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, TERMS AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. MUSEDOMA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCTS WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE LICENSED PRODUCTS WILL BE CORRECTED. FURTHERMORE, MUSEDOMA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE LICENSED PRODUCTS OR RELATED DOCUMENTATION IN TERMS OF THEIR ACCURACY, RELIABILITY, OR OTHERWISE, SHOULD THE LICENSED PRODUCTS PROVE DEFECTIVE.~~

~~1.45 — **Indemnification.** Registrar, at its own expense and within thirty (30) days of presentation of a demand by MuseDoma under this clause, will indemnify, defend and hold harmless MuseDoma and its employees, directors, officers, members, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against MuseDoma, or any parent or subsidiary company or any affiliate of it based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement between Registrar and any Registrant; (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; (iv) any claim or action for infringement by MuseDoma of a third party's Intellectual Property Rights as a result of the Registrar's actions or omissions; or (v) relating to Registrar's collection or handling of Personal Data. In any such case: (a) MuseDoma will provide Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, MuseDoma will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses MuseDoma for its reasonable costs and expenses incurred in providing such assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without MuseDoma'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 legal and professional fees and costs awarded against or otherwise incurred by MuseDoma in connection with or arising from any such indemnifiable claim, suit, action or proceeding.~~

~~9 — **LIMITATION OF LIABILITY.**~~

~~1.46 — TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT ALWAYS TO CLAUSE 9.2, IN NO EVENT WILL MUSEDOMA BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE) TO REGISTRAR FOR ANY LOSS OF PROFIT, OR REVENUE, ANTICIPATED SAVINGS OR CONTRACT, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES OR CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH~~

~~THIS AGREEMENT, EVEN IF MUSEDOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.~~

~~1.47 NOTHING IN THIS AGREEMENT SHALL EXCLUDE THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE, OR FOR FRAUDULENT MISREPRESENTATION.~~

~~1.48 SUBJECT ALWAYS TO CLAUSE 9.2, THE AGGREGATE LIABILITY OF MUSEDOMA IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF \$3,000.~~

~~10 NOTICES~~

~~1.49 Notices. All notices permitted or required by this Agreement will be in writing and signed by the party sending the notice and will be sent by reputable private overnight courier with established tracking capability (such as FedEx or UPS), postage pre-paid marked for next business day delivery to the party to be notified at the address set forth below. E-mail and facsimile notices are permitted provided such electronic notices are followed immediately by one of the other forms of written notification set forth above.~~

~~If to MuseDoma: _____

_____~~

~~With a separately delivered copy to:~~

~~_____
Maureen Whalen, Esq.
The J. Paul Getty Trust
1200 Getty Center Drive, Suite 400
Los Angeles, CA 90049-1681
Fax: 310-440-6140~~

~~If to Registrar: _____

_____~~

~~With a separately delivered copy to:~~

~~_____

_____~~

~~11 — MISCELLANEOUS~~

- ~~1.50 — **No third party beneficiaries; relationship of the parties.** Other than as expressed herein, this Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registrant, 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.~~
- ~~1.51 — **Force Majeure.** Provided (i) it has given prompt notice of such to the other party and (ii) uses all reasonable efforts to rectify the situation as soon as possible, 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, industrial action, governmental or judicial acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other event or action beyond such party's reasonable control.~~
- ~~1.52 — **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.~~
- ~~1.53 — **Amendment in writing.** Any amendment or supplement to this Agreement shall be in writing and duly executed by both parties.~~
- ~~1.54 — **Professional 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 legal or professional fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).~~
- ~~1.55 — **Choice of Law, Venue.** The laws of the State of California will govern this Agreement as such law is applied to contracts entered into and entirely performed therein without regard to its principles of conflicts of law. All litigation arising from or relating to this Agreement will be filed and prosecuted before any court of competent subject matter jurisdiction in Los Angeles, California. The parties hereto consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts.~~
- ~~1.56 — **Assignment/sublicense.** Registrar acknowledges that MuseDoma may delegate or subcontract its obligations under this Agreement to any party that in MuseDoma's opinion is reasonably capable of carrying out these duties. 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. Registrar shall not subcontract, assign, sublicense or transfer its rights or obligations under this Agreement, in whole or in part, to any third person without the prior express written consent of MuseDoma.~~

~~1.57 — **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 right or remedy under this Agreement, shall operate as a waiver of such right, or remedy; and no single or partial exercise or waiver of any such right or remedy shall preclude any other or further exercise of such right or remedy. Any such waiver shall only be effective where it is expressly set forth in writing and duly executed and delivered on behalf of the relevant party, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.~~

~~1.58 — **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.~~

~~1.59 — **Intellectual Property.** Subject to clause 3, each party will continue to independently own its Intellectual Property Rights. For the avoidance of doubt, other than in respect of the license granted in clause 3, the Registrar is granted no further rights in any of MuseDoma's Intellectual Property Rights.~~

~~1.60 — **Entire agreement; severability.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and (except where expressed otherwise) supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein provided that nothing in this Agreement shall limit either party's liability for fraudulent misstatement. 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 affect 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 affect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace the unenforceable terms with enforceable terms that reflects such intent as closely as possible.~~

~~EXECUTED as an agreement.~~

~~For and on behalf of **MuseDoma:**~~

~~For and on behalf of **Registrar:**~~

~~By:~~

~~By:~~

~~Name (Print):~~

~~Name (Print):~~

~~Title:~~

~~Title:~~

~~Date:~~

~~Date:~~

~~Schedule 1: Registration Process~~

~~Operational standards, policies, procedures and practices~~

~~A. NEW DOMAIN NAME REGISTRATIONS~~

~~1 New Domain Name registrations~~

~~New Domain Name registrations may be made for a period not exceeding two years.~~

~~2 Registrant's eligibility to register a Domain Name~~

~~2.1 Domain Names can be registered only to a Registrant who has a valid ENS ID, assigned by MuseDoma or one of its designated ENS Organizations.~~

~~2.2 An ENS ID can only be obtained through the means established by MuseDoma. The current procedures for obtaining an ENS ID may be seen at <http://ens.museum/> and are subject to modification. This is the only point of entry into the ENS process but MuseDoma may authorize its Registrars or other agents to establish alternative front ends to it.~~

~~3 Information contained in ENS Auth ID Table~~

~~3.1 Information about Registrant's eligibility to register Domain Names contained in the ENS_Auth table ("Table") is available solely for the purpose of testing a Registrant's eligibility to register a Domain Name. This includes:~~

- ~~a) verification that the Registrant's name corresponds with the name contained in the Table; and~~
- ~~b) sending the ENS ID and password to the contact recorded in the Table.~~

~~3.2 Registrar is not permitted to use the information in the Table for any other purpose, including:~~

- ~~a) soliciting services whether or not related to the .museum top level domain; and~~
- ~~b) downloading and accessing the information about entities that are not the clients of the Registrar.~~

~~3.3 The following information is available to Registrar from the Table:~~

- ~~a) if Registrar has both the ENS ID and the corresponding password, it can retrieve a complete relevant record from the Table for authentication purposes;~~
- ~~b) if Registrar has only the name of the Client or the ID without password, it can view the corresponding name or ENS ID and trigger re-sending of the ID and password to an address recorded in the Table. Registrar will be able to view an email address where the information was sent after the message was sent by the System;~~
- ~~c) the information described above will be available to Registrar through Inquire requests described in the .museum Registry Protocol.~~

~~3.4 Registrar cannot change information contained in the Table~~

~~B. DOMAIN NAME RENEWAL AND EXPIRATION~~

~~4 Domain Name renewal~~

~~Renewals can only be made for one year periods up to 4 years in advance. No renewals are currently permitted for periods beyond October 16, 2006 and Registrars will be advised when this cut off date has been changed.~~

~~5 Domain Name expiration~~

~~Expired Domain Names will be automatically put on hold for 30 days and the Registrar will be notified by email or polling mechanism.~~

~~C. TRANSFER OF SPONSORSHIP OF REGISTRATIONS BETWEEN REGISTRARS~~

~~6 Registrar requirements~~

~~6.1 The license agreement between each Registrar and its Registrant shall include a provision explaining that a Registrant will be prohibited from changing its Registrar during the first 60 days after registration or transfer of the Domain Name. Beginning on the 61st day after the registration or transfer, the procedures for changing the sponsoring Registrar set out in this schedule shall apply. Enforcement shall be the responsibility of the current Registrar of the Domain name (“First Registrar”). If a Registrant wants to change its Registrar for a Domain Name to another Registrar (“New Registrar”), then the New Registrar shall:~~

- ~~a) obtain express authorization from an individual who has the apparent authority to legally bind the Registrant. The form of the authorization is at the discretion of the New Registrar. However, MuseDoma may instruct the New Registrar to supply the AuthInfo string as a proof that the authorization from the Registrant has been obtained;~~
- ~~b) retain a record of reliable evidence of the authorization; and~~
- ~~c) request, by the transmission of a transfer command as specified in the *.museum* Registry Protocol, that the registry database in the System be changed to reflect the New Registrar.~~

~~6.2 Transmission of a transfer command constitutes a representation on the part of the New Registrar that:~~

- ~~a) the requisite authorization has been obtained from the Registrant listed in the registry database of the System; and~~
- ~~b) the New Registrar will be provided with a copy of the authorization if and when requested.~~

~~6.3 If the First Registrar denies the requested change of Registrar, then the First Registrar must notify the New Registrar that the request was denied and the reason for the denial.~~

~~6.4 The First Registrar may deny the requested change in circumstances including:~~

- a) ~~situations described in the Domain Management Policy .;~~
- b) ~~bankruptcy of the Registrant;~~
- c) ~~dispute over the identity of the Registrant; and~~
- d) ~~if the request to transfer the Domain Name occurs within the first 60 days after the registration with the First Registrar.~~

~~6.5 — In all cases, the New Registrar shall respond to the email notice regarding the transfer request within seven days. Failure to respond will result in a default approval of the transfer.~~

~~6.6 — Request for transfer is a billable transaction. The amount payable by the New Registrar is specified in the Fees.~~

~~7 — Registry Requirements~~

~~7.1 — Upon receipt of the transfer command from the New Registrar, the System will transmit a notification via email or polling mechanism to both the First Registrar and the New Registrar.~~

~~7.2 — MuseDoma shall complete the transfer if either:~~

- a) ~~the First Registrar expressly approves the request; or~~
- b) ~~the System does not receive a response from the First Registrar within seven days.~~

~~7.3 — When the registry database in the System has been updated to reflect the change to the New Registrar, the System will transmit an email notification to the New and First Registrars.~~

~~8 — Records of registration~~

~~Each Registrant shall maintain its own records sufficient and appropriate to document and prove the initial Domain Name registration date, regardless of the number of Registrars with which the Registrant enters into a contract for registration services.~~

~~9 — Limitations in the start-up period~~

~~The transfer of sponsorship of Domain Name registrations between Registrars is not permitted During Phase 3 of the start-up plan, which is approximately six months from the commencement of the registration of Domain Names, as set forth in the Sponsorship Agreement.~~

~~Schedule 2: Registrar Acceptance Criteria~~

~~1 Authentication and access to the System~~

~~Before connecting to the System, a Registrar must be authenticated by MuseDoma. This will be accomplished as follows:~~

- ~~a) MuseDoma will verify via a phone call to the administrative contact the email address of the administrative contact shown on the data form provided to MuseDoma by Registrar; and~~
- ~~b) Registrar will receive to the email address of the administrative contact a start-up password, which will enable Registrar to upload Registrar's public PGP key for authentication in the System.~~

~~2 Secure connection with the System and testing~~

~~2.1 Before Registrar can connect to the Production system it must develop an application that~~

- ~~a) interfaces with the System using the *.museum* Registry Protocol; and~~
- ~~b) supports key interactions between the Registrar's systems and the System. All interactions can be tested on the Registry Test System.~~

~~2.2 After the application has been developed and interactions tested, the Registrar will schedule an appointment with MuseDoma to pass a formal Technical Acceptance Test.~~

~~3 Technical Acceptance Test~~

~~3.1 MuseDoma or its agent will issue specific guidelines to proceed with the acceptance test and will monitor the test.~~

~~3.2 The acceptance tests will cover the protocol testing, and the domain, host, contact creation and modification transactions.~~

~~3.3 Readiness is to be interpreted in terms of readiness of Registrar's systems and sufficient understanding of the registration and record maintenance process.~~

~~3.4 The test results will be provided in a timely manner together with feedback for the Registrar who failed to pass the test.~~

~~4 Summary~~

~~4.1 Registrar will receives permission to access the Production system once~~

- ~~a) the Registrar is authenticated by MuseDoma;~~
- ~~b) the key interactions have been tested;~~
- ~~c) MuseDoma can reasonably vouch that the Registrar is ready to proceed; and~~
- ~~d) Registrar has the account balance as set out in the Registrar Agreement.~~

~~Schedule 3 — Minimum Commitments Required from Registrants~~

~~1 — Registrar's agency~~

~~The Registrar acts as agent for MuseDoma for the sole purpose, and only to the extent necessary, to enable MuseDoma to receive the benefit of rights and covenants conferred on it under this agreement.~~

~~2 — Terminology~~

~~[Registrar will insert such definitions as deemed necessary by Registrar for the agreement between Registrar and Registrant. For the purposes of this Schedule 3, the definitions in the Agreement are used herein and shall have the same meanings as ascribed to them in the Agreement.]~~

~~3 — Warranty~~

~~Registrant warrants that:~~

- ~~a) — to the best of Registrant's knowledge and belief, neither its registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party; and~~
- ~~b) — the Domain Name complies with the Domain Management Policy.~~

~~Breach of this warranty will constitute a material breach.~~

~~4 — Provision of registration data~~

~~As part of the registration process, Registrant is required to provide certain information and agrees to update this information to keep it current, complete and accurate. This information includes:~~

- ~~a) — Registrant's full name, postal address, email address, voice telephone number, and fax number if available;~~
- ~~b) — the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;~~
- ~~c) — the names of the primary nameserver and any secondary nameserver(s) for the Domain Name;~~
- ~~d) — the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the Domain Name;~~
- ~~e) — the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the Domain Name; and~~

- f) ~~the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Domain Name.~~

~~5 Inaccurate or unreliable data.~~

~~Registrant represents and warrants that the data provided in the Domain Name registration application is true, correct, up to date and complete, and that Registrant will continue to keep all the information provided up to date.~~

~~Registrant's willful failure promptly to update information provided, or any failure to respond for over 15 calendar days to inquiries by the Registrar, MuseDoma, or its designee, addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a Domain Name concerning the accuracy of contact details associated with any registration(s) or the registration of any Domain Name(s) registered by or through the Registrant, shall constitute a breach of this agreement and be a basis for cancellation of the Domain Name.~~

~~6 Use of information~~

~~Registrant acknowledges that information provided by the Registrant will be:~~

- ~~a) **transmitted** to MuseDoma and MuseDoma's registry services provider for use therein;~~
- ~~b) **publicly available** as required by ICANN; and~~
- ~~c) **used** by the Registrar and MuseDoma and MuseDoma's registry services provider for inclusion in registers and databases produced by them.~~

~~7 Correction of data~~

~~Registrant may access data provided and rectify any incorrect data relating to Registrant through a registry key to be provided by Registrar, or similar means authorized by MuseDoma from time to time.~~

~~8 Consent~~

~~Registrant consents to the use of the information provided by it for the purposes set out in clause 6. If Registrant does not consent to the use of the information for the purposes set out in clause 6(c), then the Registrant must provide non-consent verification stating the name and address of the Registrant and signed by an appropriate authorized individual. This must be sent to *[insert address of Registrar]*~~

~~9 Notice to third parties~~

~~Registrant warrants that:~~

- ~~a) it has provided, or will provide, to each third party individual whose personal details the Registrant has provided to Registrar, the same information about use of those details as set out in clauses 6, 7 and 8; and~~

- b) ~~each third party individually has consented to use of its personal data for the purposes set out in this agreement.~~

~~10 — Use of information~~

~~Neither the Registrar nor MuseDoma will process information in a manner incompatible with the purposes and limitations set out in clause 6.~~

~~11 — Reasonable precautions~~

~~The Registrar and MuseDoma, and MuseDoma's registry services provider, will take reasonable precautions to protect personal information obtained from Registrant from loss, misuse, unauthorized access or disclosure, alteration or destruction.~~

~~12 — Limitation of liability~~

~~To the extent permitted by law, Registrant agrees that neither the Registrar, MuseDoma, or MuseDoma's registry services provider, , have any liability to the Registrant or the Registrant's agent for any loss Registrant may incur in connection with the processing of this agreement, the processing of any pre-registration application or application for a Domain Name, the processing of any authorized modification to the Domain Name's record during the covered registration period, or the failure by the Registrant's agent to pay a pre-registration or registration fee or renewal fee, or as a result of the application of the provisions of the relevant domain name dispute policy.~~

~~13 — Suspension, cancellation, transfer~~

~~Registrant agrees that registration of its domain name shall be subject to suspension, cancellation or transfer by the Registrar or MuseDoma pursuant to any MuseDoma or ICANN adopted specification or policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN adopted specification or policy:~~

- ~~a) — to correct mistakes by Registrar, MuseDoma, or MuseDoma's registry services provider, in registering the Domain Name; and~~
- ~~b) — for the resolution of disputes concerning the Domain Name.~~

~~14 — Indemnity~~

~~The Registrant agrees to indemnify, keep indemnified and hold the Registrar and MuseDoma, and their directors, officers, employees, contractors, members, and agents harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Registrant's Domain Name registration, or to the Registrant's use of the Domain Name.~~

~~15 — Submission to jurisdiction~~

~~For the adjudication of disputes concerning or arising from the use of the Domain Name, the Registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdictions of the courts of:~~

- ~~a) — the Registrant's domicile; and~~
- ~~b) — the place where MuseDoma is located.~~

~~16 — Domain Name license~~

~~Domain Names will be registered to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified shall, in the absence of extenuating circumstances, result in cancellation of the registration.~~

~~The Domain Name is personal to the Registrant, and the Registrant may not transfer or license the Domain Name to any other person.~~

~~17 — Changes to the Domain Management Policy~~

~~The Registrant acknowledges that the Domain Management Policy is expected to evolve. Such changes may result in cancellation or non-renewal of the registration or a change of terms under which the registration may be maintained.~~

~~18 — Agreement with policies~~

~~Registrant acknowledges that it has read and understood, and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are incorporated and made an integral part of this agreement:~~

- ~~a) — Uniform Domain Name Dispute Resolution Policy (“**UDRP**”). The UDRP applies to challenges to a registered Domain Name on the grounds that the Domain Name is identical with or confusingly similar to a trademark in which the complainant has rights; and~~
- ~~b) — Charter Eligibility Dispute Resolution Policy (“**CEDRP**”). The CEDRP applies to challenges to registered Domain Names on the grounds that the Registrant does not meet the criteria set forth in the Sponsored TLD Charter in the Sponsorship Agreement; and~~
- ~~c) — Eligibility Dispute Resolution Policy (“**EDRP**”). The EDRP applies to challenges to registered Domain Names or rejections by MuseDoma for a Domain Name on the grounds that the Registrant does not meet the eligibility criteria set forth in the *.museum* Naming Conventions~~

~~19 — Breach~~

~~Registrant agrees that failure to abide by any provision of this agreement or any relevant Domain Name dispute policy may be considered by Registrar or MuseDoma as a material breach~~

~~and that Registrar or MuseDoma may provide a notice describing the breach to the Registrant. If within 30 days of the date of the notice, the Registrant fails to provide evidence, which is reasonably satisfactory to the Registrar or MuseDoma (as the case may be) that it has not breached its obligations, then Registrar or MuseDoma may delete Registrant's registration of the Domain Name. Any such breach by a Registrant shall not be taken to be excused simply because the Registrar or MuseDoma did not act earlier in response to that, or any other, breach by the Registrant. Notice may be given by mail, facsimile, email or other electronic means.~~

~~Schedule 4: Registration Fees~~

~~1 Deposit Account \$3,000~~

~~2 Initial ENS fee (one time) \$100~~

~~The Initial ENS Fee is payable directly by the Registrant to MuseDoma. The Registrar may serve as an intermediary for this transaction but may not charge an additional fee for that service. The Initial ENS Fee is due on a one-time basis when a requesting entity submits its first application for ENS service and the resulting deliverable is either an ENS ID or an explanation of what would be necessary for one to be provided. The Initial ENS Fee is independent of the number of Domain Names that are requested. It does not apply to the annual ENS Maintenance Fee for any Domain Name that an ENS ID holder may subsequently register. The Initial ENS Fee is non-refundable.~~

~~3 ENS Maintenance fee per year \$60~~

~~The annual ENS Maintenance Fee includes a one-year license for the Domain Name. This license may be extended for up to 4 years, but the total period of the current Domain Name registration, including the initial period and any renewal periods cannot be for a period that goes beyond October 16, 2006 until separate notification is provided. The ENS Maintenance Fees are non-refundable.~~

~~5 Fee for the transfer of sponsorship of a Domain Name registration \$60~~

~~This fee includes a renewal of one year, provided that the total renewal period for the Domain Name does not exceed 4 years.~~

~~4 Increase in fees~~

~~The fees in this schedule may be revised as of March 1 each year starting March 1, 2004. As a part of this Fee revision, MuseDoma may introduce different fees for different types of names as specified in the *.museum* Naming Conventions.~~

~~MuseDoma may at any time offer various promotional prices and/or rebates that are not in excess of the fees indicated in the table above.~~

This REGISTRY-REGISTRAR AGREEMENT ("Agreement") is by and between:

I. AFNIC, Immeuble Stephenson, 1 rue Stephenson, 78180 Montigny-le-Bretonneux, France ("Afnic"), acting as an authorized agent empowered to sign this Agreement on behalf of MUSE DOMA INTERNATIONAL, 22 rue de Palestro, 75002 Paris, France ("Muse Doma" or "Registry Operator"), and

II. _____, a
company located at _____, registered under
Company branch registration no. (SIRET) _____, at
the Corporate and Trade Register (RCS) of
_____, since
_____ ("Registrar").

Article 1 - Foreword

On 2 March 2018, Muse Doma entered into a gTLD Registry Agreement with ICANN (Internet Corporation for Assigned Names and Numbers) to operate a shared registration system, TLD name servers, and other services (collectively, the "Registry System") for the top-level domain .museum (.museum TLD); For information, a copy of the signed gTLD Registry Agreement may be viewed at <https://www.icann.org/resources/agreement/museum-2018-03-02-en>. This Registry Agreement may be modified by ICANN.

Muse Doma wishes for multiple registrars to provide domain name registration services within the .museum TLD Registry System.

The Registrar wishes to offer its customers second-level domain name registration services under the .museum TLD.

In light of the foreword, the following has been agreed:

Article 2 - Definitions

For the purposes of this Agreement, the terms below are defined as follows:

- "Add Grace Period" or "AGP" is a 5-day period starting from the registration of a domain name, during which the creation operation can be cancelled and the Registrar refunded.

MuseDoma Registrar Agreement—DRAFT

3/8/2018

- "Agreement" refers to this Registry-Registrar Agreement, including its Appendices and any other documents incorporated by reference.
- "Applicant": individual or corporate entity requesting the registration or transfer of one or more domain name(s) through a Registrar.
- "Code of Conduct" refers to the rules of conduct set forth in Specification 9 of the Registry Agreement.
- "Confidential Information" refers to all information including data, know-how, information, intellectual property, databases, protocols and reference documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement.
- "OT+E" refers to Operational Test and Evaluation system.
- "Personal Data" refers to any information relating to an identified or identifiable natural person ("Data subject").
- "RAA": refers to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement. This term also refers to any other applicable ICANN Policies; including the Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorized by ICANN's Bylaws.
- "RDDS" means "Registration Data Directory Services" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement.
- "Registrant(s)" refers to an individual or corporate entity that is a customer of the Registrar and has registered or renewed one or more domain name(s).
- "Registrar" refers to the entity entering into this Agreement with the Registry Operator.
- "Registrar Accreditation" refers to the accreditation obtained by the Registrar upon entering into the RAA with ICANN.
- "Registration Agreement" refers to the electronic or paper registration agreement that the Registrar must enter into with each Registrant, in compliance with Section 3.7.7 of the RAA.
- "Registry" or "Registry Operator" refers to Muse Doma, which is party to this Agreement.
- "Registry Agreement" refers to the Agreement between the Registry Operator and ICANN for the operation of the .museum TLD.

- "Registry Policy/ies" refers to any policies on domain names, specifications, procedures (including those for dispute resolution), programs or criteria adopted by the Registry Operator, including the policies published on the Registry Operator website at the following address: www.welcome.museum. The Registrar accepts that the Registry Operator may update the content and/or URL for these Policies, and is responsible for monitoring them on a regular basis.
- "Registry Services" refers to the services which the Registry Operator is entitled to provide under the Registry Agreement, which include (i) the receipt of data from Registrars concerning registrations of domain names and name servers in the Registry System; (ii) the operation of the Registry System database in compliance with the thick registry-registrar business model; (iii) the provision to Registrars of status information relating to the zone servers for the .museum TLD; (iv) the dissemination of the .museum TLD zone files; (v) the operation and overseeing of the registry DNS servers used for the .museum TLD; (vi) the dissemination of contact and other information concerning domain name server registrations in the .museum TLD.
- "Registry System" refers to the shared registration system, TLD name servers, and other services operated by the Registry.
- "Technical Specifications of the Registry System": document designed for use by Registrars compiling all the information required to implement the Registry Operator application interface for domain name management, and detailing how to perform transactions on a domain name.
- "TLD" means Top-Level Domain in the Internet name system.
- URS Complainant" refers to the party initiating a Uniform Rapid Suspension System Procedure complaint concerning a domain name registration.
- "Variable Registry-Level Fees" has the meaning outlined in Section 6.3 of the Registry Agreement.

Article 3 – Purpose

The purpose of this Agreement is to define the contractual relationship between the Registry Operator and the Registrar for the .museum TLD.

This Agreement is not intended to govern the relations between the Registry Operator and the Registrar when the latter acts as a domain name Registrant.

Article 4 – Accreditation – Start of operations – Term

Upon signing this Agreement (the "Effective Date"), the Registrar is immediately accredited as a .museum TLD Registrar.

The Registrar, however, will not be able to start submitting domain name applications and/or registering domain names in the Registry System until the following requirements are met. The Registry Operator will send the Registrar a notification confirming the fulfillment of such requirements and that, therefore, registrations in the Registry System can begin:

(a) Signature and compliance with ICANN's Registrar Accreditation Agreement ("RAA"); and

(b) Satisfactory completion of technical integration testing by the Registry Operator.

This Agreement shall commence on the Effective Date and continue until its termination, in compliance with the provisions of its "Termination" Article.

Article 5 – Rights / Obligations of the Registry Operator

5.1. USE OF THE REGISTRY SYSTEM

During the Term of this Agreement, the Registry Operator will:

- Operate as Registry in accordance with the Registry Agreement, as well as any other applicable Registry Policies;
- Provide the Registrar with access to the Registry System that the Registry Operator operates;
- Enable the Registrar to act as a Registrar for the .museum TLD.

5.2. MAINTENANCE OF REGISTRATIONS BY REGISTRY OPERATOR

Subject to the provisions of this Agreement, ICANN requirements, and Registry Policies, the Registry Operator shall maintain the domain names registered by the Registrar in the Registry System during the term for which Registrar has paid the registration fees.

5.3 OT+E SYSTEM

The Registry Operator shall have an Operational Test and Evaluation system ("OT+E") available to the Registrar so that the Registrar can test and evaluate all proposed functions for a sufficient period of time before they are implemented in the Registry System.

5.4 CHANGES TO THE REGISTRY SYSTEM

The Registry Operator may make modifications to the Registry System or revise its features.

The Registry Operator will provide the Registrar with at least three (3) months' notice prior to the implementation of any material changes to the Registry System.

This notice period shall not apply in the event the Registry System is subject to the imminent threat of a failure or a security threat, or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic; (ii) unauthorized traffic; or (iii) data traffic not conforming to the protocols used by the .museum Registry System.

5.5 CODE OF CONDUCT

The Registry Operator shall comply with the Code of Conduct as set forth in Specification 9 of the Registry Agreement, including among other things, ensure that the Registry will not allow any parent company, subsidiary, affiliate, subcontractor or other Registry-related entity to enjoy any special treatment, in compliance with the provisions of said Specification 9.

5.6 ICANN REQUIREMENTS

The Registry's obligations hereunder are subject to modification at any time, in particular as a result of changes made by ICANN to consensus policies. In any event, the Registrar shall comply with any ICANN requirements, in accordance with the timeline defined by ICANN.

Article 6 – Rights / Obligations of the Registrar

6.1 - ACCREDITATION IN FORCE

During the Term of this Agreement, the Registrar shall maintain in full force its updated Registrar Accreditation by ICANN as a Registrar for the .museum TLD.

6.2 OBLIGATIONS OF THE REGISTRAR

During the Term of this Agreement, the Registrar shall comply with all the documents of any kind prepared by the Registry Operator, including:

- This Agreement;
- The most current ICANN Registrar Accreditation Agreement (RAA), and any other applicable ICANN Policies;
- All Registry Policies adopted by the Registry, including those published on the Registry Operator website at the following address: www.welcome.museum The Registry's operational documentation, including any operational standards, procedures and practices adopted by the Registry Operator for the operation of the Registry System; and
- The applicable legal and regulatory provisions on domain names and on personal data protection.

The Registrar undertakes not to perform any act or technical intervention which would adversely affect the smooth running of the Registry Operator's services, and generally undertakes to abide by the best practices or any other equivalent provisions developed by the Registry Operator.

6.3 REGISTRAR'S RESPONSIBILITY FOR CUSTOMER SUPPORT

The Registrar shall be responsible for:

- providing customer service as needed to receive and process registrations requests;

- processing orders for cancellation, deletion or transfer of domain names in the Registry System;
- billing Registrants; and
- providing registration and technical support to domain name Applicants and Registrants.

6.4 DOMAIN NAME REGISTRATIONS AND RENEWALS

Once the Registrar receives a written notification from the Registry confirming that the technical requirements referred to in the "Accreditation – Start of operations – Term" Article of this Agreement have been met, the Registrar may start domain name registrations.

The Registrar shall be up to date on its payments with the Registry in order to have access to Registry Services.

In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp of the Registry System shall prevail.

The Registrar shall not register or renew any domain name in the Registry System in a manner contrary to

- (i) any ICANN Consensus Policy stating a list or specification of excluded names that is in effect at the time of registration or renewal, or
- (ii) the list of names to be reserved from registration, as established by the Registry Operator.

The Registrar shall not register domain names in the Registry System on its own behalf or on the behalf of its affiliates for the purpose of selling, reselling or transferring said domain names in some manner to applicants. Furthermore, the Registrar shall not enable, contribute or willingly aid any third party to achieve the said purpose.

The Registrar must accept payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant has prevailed.

In this case, the Registrar must not renew a domain name for longer than one year (if allowed by the maximum validity period of the .museum TLD according to the Registry Policies).

The Registrar is in charge, on an exclusive basis, of the relationship with its customers and shall be responsible for satisfying their requests and complaints, and generally of observing all its obligations.

It is the Registrar's responsibility to ensure that it has received payment of its registration fee.

The Registrar shall be personally responsible for third-party claims which may arise in connection with the registration or renewal of a domain name.

It cannot rely on the responsibility of the Registry Operator and, as such, shall refrain from referring the relevant third parties to the Registry Operator or to its services.

6.5 SUBMISSION OF REGISTRATION DATA TO REGISTRY

6.5.1. DATA COMPLETENESS AND ACCURACY

As part of the registration process, the Registrar shall submit complete data as required by Technical Specifications of the Registry System.

It is the Registrar's responsibility to ensure that all contact information provided by Registrants is in the right format, complete, accurate, reliable and kept up-to-date, as required by ICANN and the Registry.

6.5.2. AUTHORIZATION TO USE DATA

All data submitted into the .museum Registry System regarding which the Registrant retains exclusive ownership is hereby licensed to the Registry Operator on an irrevocable, non-exclusive, non-transferable and royalty-free basis, so as to allow the Registry Operator to use such data for the propagation of and to provide authorized access to the TLD zone file, and as otherwise required for providing Registry Services.

6.5.3. ZONE FILES

Registry will provide Registrar access to current .museum zone files via methods described in section 2 of the .museum Registry Agreement.

Additionally, Registry will provide Registrar with then-current reserved terms and premium names lists with associated fees and their updates.

6.6. PROVISIONS THAT MUST BE INCLUDED IN THE REGISTRATION AGREEMENT BETWEEN THE REGISTRAR AND THE REGISTRANTS

6.6.1 ACCEPTANCE OF REGISTRATION POLICIES

The Registrar must comply with and oblige its Registrants to adhere and comply with Registry Policies adopted by the Registry. Specifically, the Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registration Policies, which Applicants must accept prior to registration.

The Registrar will provide such Registration Policies in English.

The Registrar accepts that the Registry Operator may update the content and/or URL for these Policies, and is responsible for monitoring them on a regular basis.

The Registry Operator will notify its Policy updates to the Registrar, with notice of at least forty-five (45) days.

6.6.2 COMMITMENTS OF THE REGISTRANT

In the Registration Agreement, the Registrar shall require the Registrant to acknowledge and agree that:

- (i) the Registrant is fully responsible for the registration and use of the registered .museum domain name; and that
- (ii) the Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless the Registry, its directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising from or relating to the registration and/or use of the Registrant's domain name.

6.6.3 REGISTRY'S RIGHTS

The Registrar agrees to, and must oblige its Registrants to expressly agree in the Registration Agreement that the Registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- (a) protect the integrity, security, and stability of the Registry System;
- (b) comply with all applicable laws and regulations, or with any dispute resolution process;
- (c) avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- (d) stop or prevent any violations of any terms and conditions of this Agreement;
- (e) correct mistakes made by the Registry or any Registrar in relation to a domain name registration; and
- (f) ensure compliance with ICANN and/or Registry Policies.

6.6.4 DATA COLLECTION & UPDATE

The Registrar shall ensure the collection of the Registrant's Data and domain name Data according to the terms of this Agreement and in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter 'the European Data Protection Regulation "or" GDPR')

The Registrar must ensure that its Registrants immediately correct and update the registration information for the registered name during the registration period.

6.6.5 DOMAIN NAME DISPUTE RESOLUTION

The Registrar must comply with, and make sure that the Registrants adhere and comply with all ICANN or Registry-mandated policies and procedures for the resolution of disputes concerning domain names registered in the .museum Registry System.

6.6.6 PUBLIC INTEREST COMMITMENTS

The Registrar shall also include in its Registration Agreement a specific provision prohibiting Registrants from:

- distributing malware,
- abusively operating botnets,
- phishing,
- piracy,
- trademark or copyright infringement,
- fraudulent or deceptive practices,
- counterfeiting, or otherwise engaging in any activity contrary to any applicable law.

The Registrar shall also inform the Registrant of the risks involved in these kinds of practices, including the fact that the Registry reserves the right to suspend the domain name in such a case.

6.6.7 REGISTRY AS THIRD-PARTY BENEFICIARY OF THE REGISTRATION AGREEMENT

The Registrar acknowledges that the Registry is a third-party beneficiary of the Registration Agreement and as such is entitled to enforce its rights vested by the Registration Agreement. The Registrar shall state this fact in the Registration Agreement. It is specified that the expiry or termination of the Registration Agreement shall not affect the rights acquired by the Registry through the execution of said Agreement.

6.6.8 COMPLIANCE AUDIT

The Registrar is responsible for implementing appropriate measures to ensure the Registrants comply with the aforementioned provisions of the Registration Agreement.

Upon request from the Registry, the Registrar shall provide within seven (7) business days copies of the Registration Agreements or evidence of their acceptance by the Registrants.

6.7 MISREPRESENTATION

The Registrar shall not represent to any Applicant or Registrant that the Registrar enjoys access to any Registry System that is superior to that of any other Registrar accredited for the .museum TLD.

6.8 COOPERATION

In the event of any inquiry or dispute for any reason involving a .museum domain name registered by the Registrar, the Registrar shall provide all reasonable assistance to the Registry and/or any Court, Arbitrator, or any other relevant authority considering the issue or dispute.

6.9 REGISTRAR SUBCONTRACTORS / RESELLERS

The Registrar may subcontract all or part of its services, or use a reseller, but in all cases remains solely responsible for the proper implementation of this Agreement. It will ensure the use and protection of the personal data that may be entrusted to the subcontractor, in order to maintain the security of the data, in particular to prevent it from being altered, damaged or communicated to non-authorized persons.

In addition, the Registrar must ensure that its subcontractors and/or resellers do not display the Registry logo, or otherwise represent themselves as being Accredited by the Registry, unless they have written permission from Registry to do so.

6.10 INFORMATION, TRANSPARENCY / EXERCISE OF THE RIGHTS OF THE DATA SUBJECT

The registrar shall inform its clients in a clear and transparent manner on:

- The processing of personal data carried out for the purpose of the registration of a .museum domain name;
- The roles and responsibilities of each data controller : ICANN, data escrow provider, Registry, Registrar, etc.;
- The identity of each recipient of personal data ;
- Modalities for the exercise of the rights of the Data subject.

In accordance with the legal framework relating to the protection of personal data, the Registry ensures that personal data concerning individuals are protected and not published. This protection requires the Registrar to allow, by default and free of charge, the restricted distribution of the personal data of the individual registrants.

Article 7 – Invoicing - Payment

7.1. AMOUNT

The Registrar agrees to pay to the Registry the registration, renewal, transfer and other service fees set forth in the Registry price list (the "Fees").

The Fees, and any amendments thereto, will be available to Registrars on the Registry website.

The Registry reserves the right to revise the Fees at any time, to the extent and in the manner that such adjustments are permitted by the Registry Agreement.

However, the Registry Operator will provide Registrars with (i) a thirty (30) days notice of any promotional or similar operation that has the effect of reducing its fees, and (ii) a ninety (90) days notice of any operation that has the effect of increasing its fees.

Each month, the Registry will provide the Registrar with a Registrar activity report.

Each month, the Registry will invoice all domain name operations performed by the Registrar.

This invoice will inform the Registrar of the date of payment by direct debit and the amount of Fees due to the Registry.

7.2 PAYMENT

Payment of the Fees shall be made within thirty (30) days of the date of issue of the invoice by the Registry.

In case of non-payment not cured within the aforementioned time period, the Registry may do any or all of the following:

(a) stop accepting new initial registration, renewal or transfer requests from the Registrar;

(b) delete the domain names associated with the unpaid invoice; and

(c) pursue any other remedy under this Agreement, including termination.

In case of a delay of thirty (30) days or more in the payment of amounts owed by the Registrar to the Registry Operator, and in consideration of the loss suffered by the Registry Operator because of this delay, the Registry Operator will apply penalties for late payment equal to three (3) times the legal interest rate in effect between the contractual date of payment and the effective date of payment, without affecting any other compensation it may seek.

7.3 REFUNDS FOR DENIED APPLICATIONS AND FOR DOMAINS DELETED DURING GRACE PERIODS

The Registrar shall follow all of the instructions from the Registry with respect to denying applications or deleting domain name registrations during grace periods.

It shall also refund all fees to applicants in connection with those denials and deletions during grace periods at no additional cost to the Registry.

Subject to the limits set forth in ICANN's Add Grace Period Limits Policy available at <http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm>, the Registry will deduct from the monthly invoice the Fees required to be refunded to the Registrant after a deletion and/or the denial of an application during grace periods. In case of negative balance, the Registry will refund the difference to the Registrar.

However, the Registry will not reimburse the Registrar for any other expenses associated with this type of refund.

7.4 VARIABLE REGISTRY-LEVEL FEES

In the event that the Registry is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Agreement, the Registry shall be entitled to collect such Fees from the Registrar, and the Registrar hereby expressly consents to the Registry's collection, in addition to Fees due to the Registry under the

"Amount" Article above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fees paid by the Registry to ICANN with respect to the registrations made by the Registrar.

Article 8 – Confidentiality

During the Term of this Agreement, each party (the "Disclosing Party") may disclose Information identified as confidential to the other party (the "Receiving Party"). The Receiving Party shall:

- (a) treat as strictly confidential, and take whatever practical measures are required to preserve the secrecy and confidentiality of all the Confidential Information of the Disclosing Party, including implementing the necessary physical security measures and operating procedures;
- (b) use the Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement, and for no other purposes whatsoever; and
- (c) make no disclosures of any Confidential Information of the Disclosing Party to third parties;
- (d) not modify or remove any copyright notices appearing on any Confidential Information of the Disclosing Party.
- (e) not prepare any derivative works based on the Confidential Information.

Notwithstanding the foregoing, the parties have no obligation with respect to information that:

- (i) is disclosed in the absence of a confidentiality agreement and where such disclosure has been agreed to by the Disclosing Party in writing prior to such disclosure; or
- (ii) 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.

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

Article 9 – Personal data protection

Within the context of the contractual relations established between Registry and the Registrar, the processing of Personal Data carried out for domain name operations falls under two categories of processing according to their main respective purposes:

The processing of Personal Data by the Registrar for the provision of services on the domain names under the .museum;

The processing of personal data by the Registry for the provision of Registry Services including in particular :

(i) the publication of registration data in the Whois services; and

(ii) the transfer of Personal Data to the recipients provided for in the Registry Agreement.

It is indicated in this Agreement that:

• Each of the parties is the data controller for the processing operations that they perform.

• Each party is also the recipient of Personal Data processed by the other for the purposes of its own processing operations.

Within the context of communication of Personal Data to Registry by the Registrar, the Registrar guarantees that:

The resulting obligations of the rules in force applicable to the processing of personal data and, in particular, the GDPR" have been complied with by it, including:

(i) the implementation of appropriate technical and organizational measures to ensure and be able to demonstrate that the processing is carried out in accordance with the GDPR,

(ii) the obligation to inform the persons concerned and to obtain the consent of the latter when necessary,

(iii) the implementation of means of collection and processing of data that are fair and lawful,

(iv) taking into account the personal rights (rights of access, rectification, opposition, etc.) granted to data subjects,

(v) data protection from the design stage onwards and the protection of data by default in the implementation of processing,

(vi) the maintenance of the register of processing activities carried out under its responsibility,

(vii) the obligation to ensure the security of personal data with, where appropriate, the carrying out of an impact analysis on data protection;

That Personal Data may be sent legally to Registry;

The Registry may use this information freely within the context of its activities and within the limits of complying with legal obligations;

- The Personal Data that is sent or transmitted is correct, complete and, if necessary, updated; appropriate steps must be taken to ensure that data that are incorrect or incomplete with respect to the purposes for which they are collected or processed are deleted or corrected. The Registrar shall notify the Registry of any rectification or deletion of Personal Data or any limitation of the processing carried out in accordance with the European Data Protection Regulation.

Personal Data provided by the Registrar is subject to automated processing implemented by the Registry in accordance with the regulations in force applicable to the processing of Personal Data and the GDPR in particular. Each party shall actively cooperate with the other to ensure the compliance of the personal data processing with GDPR. In order to do so, each party undertakes to appoint a data protection officer or a person responsible for ensuring the compliance of the processing of personal data with the European Data Protection Regulation.

Where the Registrar is established outside the European Union in a country which is not recognized by the European Union as offering a sufficient level of protection for personal data, the Registrar shall appoint its representative established in one of the Member States in which resides the individuals whose personal data are subject to processing related to the offer of .museum domain names

The Registrar agrees to alert the Registry immediately by e-mail if a National Data Protection Authority performs an audit on data connected with naming.

In the case of subcontracting and if the subcontractor does not fulfil its data protection obligations, the party responsible for the processing concerned remains fully liable towards the other party for the performance by the subcontractor of its obligations.

In case of transfer outside the European Union, each party undertakes and guarantees to the other one that the level of protection of individuals ensured by the GDPR is not compromised, including in the event of later transfers.

In the event of a security incident that relates to Personal Data connected with naming, each party:

- (i) Warns the other party as soon as the incident has been detected by fast means (priority telephone, SMS) and completes the warning by sending the incident report within 48 hours;
- (ii) Cooperates with the other party so that the CNIL is notified within 72 hours of any personal data breaches that may create a risk to the rights and freedoms of the individuals concerned;
- (iii) Cooperates with the other party so that the latter may communicate to each of those concerned as soon as possible any personal data breaches that may create a serious risk for their rights and freedoms.

Article 10 – Registry's Rights and Compliance

10.1 DENIAL, MODIFICATION, CHANGE OF STATUS, CANCELLATION OR TRANSFER OF DOMAIN NAMES

The registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- (a) protect the integrity, security, and stability of the Registry System;
- (b) comply with all applicable laws and regulations, or with any dispute resolution process;
- (c) avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- (d) stop or prevent any violations of any terms and conditions of this Agreement;
- (e) correct mistakes made by the Registry or any Registrar in relation to a domain name registration; and
- (f) ensure compliance with ICANN and/or Registry Policies.

10.2 SUSPENSION OF NEW REGISTRATIONS IN THE REGISTRY SYSTEM

In the event that more than a third of the names registered by the Registrar do not comply with:

- This Agreement; or
- The most current ICANN Registrar Accreditation Agreement (RAA), and any other applicable ICANN Policies; or
- All Registry Policies adopted by the Registry, including those published on the Registry Operator website at the following address: www.welcome.museum ; or
- The Registry's operational documentation, including any operational standards, procedures and practices adopted by the Registry Operator for the operation of the Registry System; or
- The applicable legal and regulatory provisions on domain names and on personal data protection.

and the Registrar fails to provide, within the deadline imposed by the Registry, proof of sufficient measures taken to reduce such number, the Registry will have the right to suspend the ability of the Registrar to register new domain names in the Registry System. The same will apply in case that the Registrar promotes .museum domain name registrations or renewals in a way incompatible with this Agreement.

Article 11 – Liability

11.1 CLAIMS

Registrar shall indemnify, defend and hold harmless Registry, Registry providers, as well as Registry employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim relating to Registrar's breach of the Agreement.

Registry shall indemnify, defend and hold harmless Registrar, Registrar providers, as well as Registrar employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim (i) Registry's breach of the Agreement, or (ii) the Registry System.

11.2 LIMITATION OF LIABILITY

In no case shall Registry and Registry providers or Registrar be liable for indirect damages, or any damages resulting from loss of profits or business interruption, arising out or in connection with this Agreement. In particular, the parties agree that loss of business, loss of revenue, operating loss, loss of opportunities, and consequences in terms of reputation are considered to be indirect damages.

Registry and its providers and subcontractors, and Registrar and its providers and subcontractors, total and maximum aggregate liability arising out of this Agreement shall not exceed the lesser of (i) the total amount of Fees paid by the Registrar to the Registry under this Agreement for the preceding twelve (12) months or (ii) Euros 50,000 (fifty thousand).

Article 12 – Remote Access – Identifiers

The Registrars have personal and confidential identifiers that are issued by the Registry Operator so that they can access the applications reserved for Registrars.

The technical procedures for the implementation of these identifiers (login/password, digital signature and certificates, etc.) are defined by the Registry Operator, and the Registrar agrees to implement them according to the instructions provided by the Registry Operator.

The Registrar is solely responsible for the use, preservation and confidentiality of its identifier(s), as well as all and any confidential data transmitted by the Registry Operator.

If Registrars are allowed to modify all or part of their identifiers, such modification shall be at the sole discretion of the Registrar, and under its sole responsibility.

Any use of the identifier(s) indisputably implies use of the service by the Registrar until an objection is raised.

The Registrar agrees to inform the Registry Operator immediately, using any suitable means, of any communication problems with third parties, of the theft of their identifier(s), and in general of any risk of compromise of the confidentiality of such identifiers.

Article 13 – Agreement on Evidence

Exchanges between the Registry Operator and the Registrar may occur electronically through the addresses specified by the Parties.

Documents in electronic format that are exchanged between the Parties shall serve as evidence, in that they identify the persons involved and they are made and kept by the Registry Operator under reasonable conditions ensuring their integrity. In case of disagreement between the Parties, the information stored on the Registry Operator's servers represents evidence between the Parties.

Article 14 – Intellectual Property

The Registry hereby grants to the Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the Registry's name and logo shown in Appendix 1.

This logo will enable it to identify itself as an accredited Registrar for the .museum TLD. This license may not be assigned or sublicensed by the Registrar to any third party.

Notwithstanding the foregoing, the website includes, but is not limited to trademarks, drawings, models, images, text, photos, logos, corporate identity, software, search engines, databases and domain names which are made available to the Registrar shall be and shall remain the exclusive property of the Registry Operator.

The Registry Operator freely enjoys of all of its intellectual property rights. It defines as may be necessary the conditions under which third parties may exploit the rights it holds to these various elements, and informs the Registrar of same. In the absence of any special provisions, their use is strictly limited to meet the present terms and conditions.

The Registrar shall respect all of the intellectual property rights, industrial rights, literary and artistic rights held by the Registry Operator. The Registrar shall not use or reproduce the Registry Operator's trademarks or other distinctive signs without the Registry Operator's express prior permission.

Any reproduction and/or representation, in whole or in part, of one of these rights, without the express authorization of the Registry Operator, is prohibited and will constitute an infringement punished under Articles L. 335-2 et seq. of the French Intellectual Property Code.

As a result, the Registrar is prohibited from any action or activity that might adversely affect, directly or otherwise, the Registry Operator's intellectual property rights.

This Agreement does not in any way assign to the Registrar any type of intellectual property rights to the elements belonging to the Registry Operator.

Article 15 – Insurance

Each party declares that it is insured against any harmful consequences of the acts for which it could be held liable in connection with the implementation of this Agreement with a reputable insurance company.

Article 16 – Termination

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

In case of a serious or repeated failure by the Registrar to fulfill an obligation which is not repaired within the deadline set by the Registry, the Registry shall automatically order the termination of this Agreement by registered letter with acknowledgment of receipt after a notice period of thirty (30) days.

The Registrar can contact the Registry Operator at any time to rectify the situation.

Without prejudice to the provisions above, this Agreement shall terminate if:

- (a) The Registrar loses its current ICANN accreditation;
- (b) The Registry Agreement is terminated or expires without the Registry entering into a subsequent Registry Agreement;
- (c) The Registrar continues acting in a manner that endangers the stability or operational integrity of the Registry System or of the Internet beyond a three (3) days notice of that determination; or
- (d) The Registrar becomes bankrupt or insolvent.
- (e) The Registrar defaults in a payment due to the Registry and fails to completely cure such default within a period of thirty (30) days after written notice of such default from the Registry.

Article 17 – Consequences of the Termination of Contractual Relations

Upon the termination of contractual relations for any reason (total or partial cessation of activities, collective bargaining, transfer/assignment, termination due to breach, etc.):

- (a) The Registrar shall immediately transfer the Registrants to another ICANN and Registry-accredited Registrar, in compliance with any procedures approved by ICANN. The Registrar assumes full responsibility for the claims and appeals of its customers in this respect.
- (b) All Confidential Information in the Receiving Party's possession shall be immediately returned to the Disclosing Party or destroyed.
- (c) The license to use the Registry's name and Logo shall immediately terminate.
- (d) In case of termination attributable to the Registrar, the Registry reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar.

The termination of contractual relations for any reason necessitates the immediate payment of any amounts due, including any penalties as described above.

The withdrawal of accreditation occurs automatically, without notice or notification, in the event of non-renewal or termination of the Agreement.

Article 18 – Assignment of Agreement

Except as required by the Registry Agreement, the Registrar may not assign any of its rights and obligations under this Agreement without the prior written approval of the Registry Operator.

Article 19 – Nullity

If one or more provisions of this Agreement are held to be invalid or declared as such under any law, regulation or following a final decision of a competent jurisdiction, the remaining provisions will continue to have their full effect and scope.

Article 20 – Headings

In case of difficulty in interpreting any of the headings to any of the clauses in this Agreement, the headings are deemed to be non-existent

Article 21 – Force Majeure

Any case of force majeure shall suspend performance of this Agreement.

In cases of force majeure lasting longer than one (1) month, this Agreement shall be automatically terminated ipso jure, unless the Parties agree otherwise.

Events that the French courts and tribunals typically deem to be cases of force majeure shall be expressly considered herein as cases of force majeure or accidents.

Article 22 – Independence of the Parties

The Parties acknowledge that each of them acts on its own behalf as independent entities and are not considered to be agents of one another.

Neither of the Parties may undertake anything in the name of and/or on behalf of the other Party.

In addition, each Party remains solely responsible for its actions, allegations, undertakings, services, products and staff.

Article 23 – Entire Agreement

The Registry-Registrar Agreement stipulates all the obligations of the Parties.

Article 24 – Notification

Any notification or formal notice, and more generally any correspondence that may take place under this Agreement shall be deemed to have been sent if it is sent by post, fax or e-mail to the other Party at the address specified below.

Each Party may change its address for notification by informing the other Party in writing using the means specified above.

To Registry: _____ To Registrar: _____

Address: _____

_____ Address _____

For the Attention Of: _____ For the Attention Of: _____

E-mail: _____ E-mail: _____

Article 25 – Governing Law and Jurisdiction

This Agreement is governed by French law.

Any complaints between the Registry and the Registrar relating to the interpretation, execution or transfer of this Agreement shall be resolved by the competent authorities of the Courts of Paris, even in case of contingent action, action in warranty, or if there are multiple respondents.

Article 26 – Revision of this Agreement

The Registry will provide the Registrar at least three (3) months' written notice of any revisions to this Agreement before any such revisions become effective and binding to the Registrar.

If the Registrar does not agree with a given change, the Registrar may terminate this Agreement or stop using the Registry System for registering additional domain names.

Article 27 – List of Appendices

The documents appended to this agreement are the following:

Appendix 1: Logo/s Licensed to the Registrar

Signed in 2 copies in Montigny-le-Bretonneux , on _____

The Registry Operator: MuseDoma

(Represented by Afnic)

Signed by: Pierre BONIS

Position: CEO of Afnic

Signature:

The Registrar: _____

Signed by: _____

Position: _____

Signature:

APPENDIX 1

Logo .museum

