Registry-Registrar Agreement

This Agreement is by and between:

PUNKT TIROL GMBH, a corporation organized under the law of AUSTRIA, with its principal place of business located at Innsbruck ("punkt Tirol GmbH")

- and -

[Registrar´s Name], a **[jurisdiction and type of organization]** an ICANN accredited Registrar (GURID [number]) with its principal place of business located at [**Registrar's location**] (**"Registrar"**)

WHEREAS

a) **punkt Tirol GmbH** has entered into a TLD Registry Agreement with ICANN to operate and offer Registry Services, Registry System, TLD name servers, and other services for the TLD .tirol;

b) **punkt Tirol GmbH** wishes to engage multiple registrars to provide domain name registration services within the .tirol Registry;

c) Registrar wishes to act as a registrar to provide domain name registration services within the .tirol Registry for second-level domains in the TLD .tirol; and

d) **punkt Tirol GmbH** wishes to engage the Registrar to act as a registrar for the TLD .tirol.

Now therefore for and in consideration of the mutual promises, benefits, and covenants contained herein and for other good and valuable consideration (the receipt, adequacy, and sufficiency of which are hereby acknowledged) punkt Tirol GmbH and Registrar, intending to be legally bound, hereby agree as follows:

1 Definitions

In this Agreement the terms beginning with capital letters shall have the following meaning:

a) **"Agreement"** refers to this Agreement.

b) The **"APIs"** are the application program interfaces by which Registrar may interact through the EPP (Extensible Provisioning Protocol), on which the Registrar confirmes to be in full knowledge, with the Registry System.

c) **"Applicable Laws"** means all laws in AUSTRIA, international, federal, provincial, territorial, and local laws and regulations and other laws of applicable governmental authorities as well as decrees, orders, rulings, judgments, and decisions from competent authorities that are applicable to the parties of this Agreement.

d) **"Applicant"** means the applicant for a Domain Name in the TLD according to punkt Tirol GmbH Policies, this Agreement, and ICANN Policies.

e) **"Business Days"** or **"Business Day"** means a day, other than a Saturday or Sunday or statutory holiday in the Federal State of Tyrol, AUSTRIA or any other day on which banking institutions in Innsbruck, AUSTRIA are not open for the transaction of business.

f) **"Code of Conduct"** refers to the rules of conduct set forth in Specification 9 of the Registry Agreement, on which the Registrar confirmes to be in full knowledge.

g) **"Confidential Information"** means any and all information, materials, data, know-how, intellectual property, trade secrets, databases, protocols, references, specifications, and any other information (of any format and in any media as it exists now or may exist in the future) which contain and/or relate to customer lists, corporate, marketing, product, research, reference implementation and documentation, financial, statistics and functional and interface specifications, and any other information that may reasonable be expected, by its nature within the industry, to be considered confidential.

h) **"Domain Name"** or **"SLD"** means a .TIROL _TLD secondary domain name.

i) **"punkt Tirol GmbH"** means punkt Tirol GmbH, a corporation organized under the laws of AUSTRIA, with its principal place of business located at Brunecker Straße 3, 6020 Innsbruck, Austria.

j) **"Registry"** means a shared registration system, TLD nameservers, and other services operated by punkt Tirol GmbH for the provision of Registry Services in relation to the TLD.

k) **"TLD"** means the TLD: .tirol.

l) **"Effective Date"** is the date when the Agreement is in effect and shall commence when the party has signed the Agreement (meaning the date this Agreement is signed by the last party to sign it as indicated by the date associated with that party's signature).

m) **"Fees"** has the meaning outlined in Section 6 of this Agreement.

n) **"ICANN"** means the Internet Corporation for Assigned Names and Numbers.

o) **"ICANN Policy/ies"** means any policies (including but not limited to consensus and temporary policies), policies, rules, specifications, procedures, and/or programs specifically contemplated by the RAA, the Registry Agreements and/or otherwise mandated by ICANN now or in the future and as amended and/or revoked from time to time by ICANN at its absolute and complete discretion.

p) **"OT+E"** means the punkt Tirol GmbH operational test and evaluation registry system provided to Registrar.

q) **"Personal Data"** means any personal information according to the Austrian legislation in particular the "Datenschutzgesetz 2000".

r) **"RDDS"** or "Registration Data Directory Services" means the WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreements.

s) **"Registrar"** means an ICANN accredited registrar who is entering into this Agreement.

t) **"Registrant/s"** means the holder of a Domain Name that is registered by and with the Registrar in the TLD according to punkt Tirol GmbH Policies.

u) **"Registrar Accreditation Agreement"** or **"RAA"** means the most current and in force ICANN Registrar Accreditation Agreement as amended from time to time.

v) **"Registration Agreement"** means the electronic or paper registration agreement that Registrar must enter into with each Registrant according to the RAA, this Agreement, Registry Policies, and ICANN Policies.

w) **"Registration Fees"** means an amount equal to the anticipated monthly registrations, billable transactions, and any other determination, at punkt Tirol GmbH's complete discretion, by a registrar.

x) **"Registry Agreement"** refers to the agreement between punkt Tirol GmbH and ICANN for the operation of the TLD .tirol.

y) **"Registry Policy/ies"** mean any policies, rules, and procedures, specifications, guidelines, programs or criteria implemented by punkt Tirol GmbH, at its reasonable discretion, from time to time. All Registry Policies are published at the punkt Tirol GmbH Website.

z) **"Registry IP"** means Registry Trademarks and any other punkt Tirol GmbH intellectual property which, at its complete discretion, provides to the Registrar, from

time to time, for a limited use in accordance with this Agreement and for the purpose as set by, at its completely discretion, from time to time.

aa) **"Registry Services"** means the services which punkt Tirol GmbH is entitled to provide under the Registry Agreements with ICANN, which include: (i) the receipt of data from registrars concerning registrations of Domain Names and name servers in the Registry; (ii) the operation of the Registry 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 TLD, (iv) the dissemination of the TLD zone file; (v) the operation and overseeing of the registry DNS servers used for the TLD; (vi) the dissemination of contact and other information concerning Domain Name server registrations in the TLD; and (vi) the development, implementation, maintenance, and enforcement of Registry Policies.

bb) **"Registry System"** means the system operated by punkt Tirol GmbH and/or punkt Tirol GmbH providers for the operation of the TLD .TIROL and the provision of the Registry Services in relation to each Domain Name.

cc) **"Reseller"** means a legal person that has entered into a written agreement with the Registrar to resell Domain Names on behalf of and/or as an agent for the Registrar.

dd) **"TLD/s"** means Top-Level Domains in the Internet domain name system.

ee) **"Term"** has the meaning outlined in Section 11 of this Agreement.

ff) **"URS Complainant"** means the party initiating a uniform rapid suspension system complaint pursuant to the ICANN Uniform Rapid Suspension Rules and Procedures as amended from time to time and any supplemental rules of the provider administering the proceedings as amended from time to time.

gg) **"Variable Registry-Level Fees"** has the meaning outlined in Section 6.3 (a) of the Registry Agreement.

2 Recognition of the obligations towards ICANN

The relevant ICANN provisions shall apply in any case they affect the conditions of this agreement. These provisions are published by ICANN and/or embodied in the

- Registrar Accreditation Agreement which the Registrar is liable to fulfill and the
- Registry Agreement which punkt Tirol GmbH is liable to fulfill.

Any future changes or addition to these provisions by ICANN apply to that extent as the parties of this agreement are obliged to fulfill those future changes. Given the well-known function of ICANN the registrar agree with the recognition of duties.

3 Registrar requirements for start of operations

3.1 Effective Date of Accreditation

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

3.2 Start of Operations

The Registrar, however, will not be able to actually start submitting domain name applications and/or registering domain names in the Registry System until the following requirements are met according to punkt Tirol GmbH and punkt Tirol GmbH sends the Registrar a notification confirming the fulfillment of such requirements:

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

b) Satisfactory completion of the Trademark Clearinghouse integration testing and compliance with any other Trademark Clearinghouse requirements and processes.

c) All requirements, as determined by punkt Tirol GmbH in the onboarding documentations are met.

The registrar confirms to have sufficient information on all in section 3.2 mentioned documents and requirements.

4 Obligations of the punkt Tirol GmbH as registry

4.1 Registry Services

During the Term of this Agreement, punkt Tirol GmbH will operate as registry in accordance with the Registry Agreements entered into with ICANN as amended from time to time and/or subsequent Agreements, as well as any other applicable ICANN Policies.

4.2 Accreditation and Use of Registry System

During the Term of this Agreement, Registrar is hereby accredited by punkt Tirol GmbH to act as a registrar (including but not limited to register and renew domain names in the TLD). punkt Tirol GmbH shall provide Registrar with access to the Registry System that punkt Tirol GmbH operates according to its arrangements with ICANN.

4.3 Maintenance of Registrations by Registrar

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

4.4 Registrar's Use of punkt Tirol GmbH's Logos

punkt Tirol GmbH hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use punkt Tirol GmbH's logos to identify itself as an accredited registrar for the TLD. This license may not be assigned or sublicensed by the Registrar to any third party exept sublicensing to Registrar´s resellers according to 5.12.

4.5 OT+E System

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

4.6 Changes to the Registry System

punkt Tirol GmbH may from time to time make modifications to Registry System or revise or augment its features with consideration of all regulations and requirements set in force by ICANN. punkt Tirol GmbH will provide Registrar notice prior to the

implementation of any material changes to the Registry System within the timeframe defined by ICANN. This notice period shall not apply in the event Registry System is subject to the imminent threat of a failure or a material 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 punkt Tirol GmbH's Registry System.

4.7 Code of Conduct.

punkt Tirol GmbH shall comply with the Code of Conduct as set forth in Specification 9 of the Registry Agreement, including among other things, that punkt Tirol GmbH will not allow any parent, subsidiary, affiliate, subcontractor or other punkt Tirol GmbH related entity to enjoy any special treatment as described in Specification 9.

4.8 ICANN Requirements

punkt Tirol GmbH's obligations hereunder are subject to modification at any time as a result of changes to ICANN-mandated requirements and consensus policies. Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

5 Obligations for registrars

5.1 Accreditation in Force

During the Term of this Agreement, Registrar shall at all times maintain in full force and effect its updated Registrar Accreditation by ICANN as a registrar for the TLD.

5.2 Provision of Registrar Services

During the Term of this Agreement, Registrar shall operate as a registrar for the TLD in accordance with:

a) This Agreement;
b) Most current ICANN Registrar Accreditation Agreement (RAA), as amended from time to time, and any other applicable ICANN Policies; including but not limited to 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 now or in the future;

c) All Registry Policies adopted by punkt Tirol GmbH, referred to in this Agreement. Registrar is aware and agree that punkt Tirol GmbH may update the content and/or URL of those *Registry Policies* with impact for the registrar and is responsible for monitoring them on a regular basis;

d) Punkt Tirol GmbH's operational guidelines, including any operational standards, procedures and practices adopted by punkt Tirol GmbH from time to time for the operation of the Registry System; and

e) Applicable statutes, laws and regulations limiting the domain names that may be registered.

5.3 Submission of Registration Data to Registry

a) Completeness, Accuracy, Validation and Verification of Data

As part of the registration process, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. It is Registrar's responsibility to ensure that all contact information provided by Registrants is filled out in the right format, complete, accurate, reliable and is kept up-to-date, as required by ICANN.

b) License

All data submitted into the Registry System is hereby licensed to punkt Tirol GmbH on a irrevocable, non-exclusive, non-transferable and royalty-free basis, so as to allow punkt Tirol GmbH providing Registry Services.

5.4 Registrar Responsibility for Customer Support

Registrar shall be responsible for providing customer service as needed to receive and process registrations from potential registrants; process orders for cancellation, deletion or transfer of domain names in the Registry System; to bill registrants, as well as to provide technical support; consistent with ICANN policy, provide to Registrants emergency contact or 24/7 support information for critical situations such as domain name hijacking shall be provided.

5.5 Resolution of Technical Problems

Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs in conjunction with Registrar's systems. Registrar

agrees that in the event of significant degradation of the System or other emergency, punkt Tirol GmbH may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Except in the case of an emergency, punkt Tirol GmbH will provide advance notice via email and phone call to Registrar's technical contact. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of punkt Tirol GmbH.

5.6 Timestamp

Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

5.7 Indemnification Required of Registered Name Holders

In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless punkt Tirol GmbH, and its subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

5.8 Requirements for Registration Agreement

The Registration Agreement provided by the Registrar has to make clear that this agreement is a contract between Registrar and Registrant and punkt Tirol GmbH shall not be contracting party.

In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

a) Consent to the use, copying, distribution, publication, modification and other processing of the Registered Name Holder's Personal Data by punkt Tirol GmbH and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory local data protection, laws and privacy.

b) Obey to the punkt Tirol GmbH General Terms and conditions, Policies and further regulations concerning the TLD.

c) Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and Uniform Rapid Suspension System ("URS") and any other relevant proceedings defined by ICANN.

d) Correct and update the registration information for the Registered Name during the registration term for the Registered Name

e) Agree to be bound by the terms and conditions of the initial launch of the TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that punkt Tirol GmbH has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation:

- the ability or inability of a registrant to obtain a Registered Name during these periods, and
- the results of any dispute over a sunrise registration

f) Prohibiting Registered Name Holders Abstain from distributing malware, abusively operating botnets, phising, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activities contrary to applicable law and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name under the TLDs.

g) Acknowledge and agree that punkt Tirol GmbH, according to ICANN provisions, reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion:

- to protect the integrity and stability of the registry;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement;
- to avoid any liability, civil or criminal, on the part of punkt Tirol GmbH, as well as its affiliates, subsidiaries, officers, directors, and employees;
- per the terms of the registration agreement;
- to correct mistakes made by punkt Tirol GmbH or any Registrar in connection with a domain name registration.
- punkt Tirol GmbH also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute punkt Tirol

GmbH will provide Registrar notice of any cancelation, transfers or changes made to any registration by punkt Tirol GmbH not initiated by the Registrar.

h) Submit to proceedings commenced under other dispute policies as set forth by punkt Tirol GmbH from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name demanded by intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the Registry

i) Consent to the collection and use of Personal Data by punkt Tirol GmbH, in conformity with the terms of this Agreement and the Registry Agreement, and applicable law.

j) Include the following provision: "Notwithstanding anything in this Agreement to the contrary, punkt Tirol GmbH the Registry Operator of the TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of punkt Tirol GmbH have vested and that punkt Tirol GmbH has relied on its third party beneficiary rights under this Agreement in agreeing to be a registrar for the TLD. Additionally, the third party beneficiary rights of punkt Tirol GmbH shall survive any termination of this Agreement."

j) Registrar acknowledges that Registry is a third party beneficiary of the Registration Agreement, solely in relation to punkt Tirol GmbH policies, compliance, validity, security, URS, UDRP or misuse and abuse cases. This right shall survive the termination or expiration of the Registration Agreement. Registrar agrees that Registry may only in such case, at its reasonable discretion and in conjunction with Registrar, contact applicable Registrants and/or Applicants for Domain Names.

5.9 Verification of Compliance

Upon notice and request in individual cases from punkt Tirol GmbH, Registrar shall provide within seven (7) business days copies of the Registration Agreements or evidence of its acceptance by any of the Registrants.

Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Registration Agreement referred to in this Section. Registrar shall indemnify punkt Tirol GmbH, and shall be responsible for any liability resulting from Registrants non-acceptance with any of those provisions, even when the registration has been facilitated and/or processed by a Registrar's reseller.

5.10 Misrepresentation

Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to the Registry System that is superior to that of any other registrar accredited for the TLD.

5.11 Cooperation

In the event of any inquiry or dispute for any reason involving a domain name registered by Registrar or its resellers in the TLD, Registrar shall provide at his own charge all reasonable assistance to punkt Tirol GmbH and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute.

5.12 Registrar's Resellers

a) Registrar may choose to allow its own resellers to facilitate the registration of domain names in the TLD and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this Sections 5 of this Agreement.

b) Without prejudice of this, Registrar will in any event remain fully responsible for the compliance of all obligations assumed by Registrar in this Section 5 of this Agreement.

c) Reseller shall fully defend, indemnify and hold harmless punktTirol GmbH, and punkt Tirol GmbH members, officers, directors, agents, employees, and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to any domain name registered by Registrant's resellers in the TLD, including but not limited to disputes arising out of reseller's non-compliance with Registrar's obligations under this Agreement or reseller's infringement of third-parties rights.

5.13 Uniform Rapid Suspension Provision

Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed.

Registrar MUST NOT renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period ot the TLD)..

6 Fees

6.1 Amount

Registrar agrees to pay punkt Tirol GmbH or another authorized company by punkt Tirol GmbH the registration, renewal, transfer and other service fees set forth in the TLD price list, as amended from time to time (the "Fees"). The Fees, and any amendments thereto, will be made available to Registrars by punkt GmbH. punkt Tirol GmbH reserves the right to revise the Fees at any time, to the extent and in the manner permitted by ICANN.

6.2 Payment

punkt Tirol GmbH or another authorized company by punkt Tirol GmbH will draw payment for Fees from registrar's deposit once registrations and renewals are verified. punkt Tirol GmbH or another authorized company by punkt Tirol GmbH will provide Registrar with a statement of activity monthly in arrears for each accounting period fees drawn from the Registrar deposit account. In justified cases Registrar may request, at any time, that punkt Tirol GmbH or another authorized company punkt Tirol GmbH return all or part of the funds in Registrar's deposit. punkt Tirol GmbH shall remit such return to Registrar within seven (7) business days after receipt of Registrar's request.

6.3 E-Billing

Registrar declares it´s consent to e-billing according to Austrian law, which means that billing/invoicing by the punkt Tirol GmbH or by another authorized company by punkt Tirol GmbH will be done electronically only.

6.4 Refunds for Denied Applications and for Domains Deleted During Grace Periods

Registrar shall follow all instructions from punkt Tirol GmbH with respect to denying applications or deleting domain name registrations during grace periods, and shall process all returned fees to applicants in connection with those denials and deletions during grace periods at no additional cost to punkt Tirol GmbH. Subject to the limits set forth in ICANN's Add Grace Period Limits Policy, punkt Tirol GmbH will credit the Registrar deposit account for the standard Fees associated with any required return of Fee to the Registrant associated with deletions during grace periods and/or with denial of applications. punkt Tirol GmbH, however, will not reimburse the Registrar for any out-of-pocket expenses associated with this type of refund.

6.5 Variable Registry-Level Fee

In the event that punkt Tirol GmbH is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Agreement, punkt Tirol GmbH shall be entitled to collect such Fees from Registrar, and Registrar hereby gives it express approval of punkt Tirol GmbH collection, in addition to Fees due to punkt Tirol GmbH under Section 6.1 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by punkt Tirol GmbH to ICANN with respect to Registrar's registrations in the TLD.

7 Personal Data

Personal Data submitted to Registry by Registrar under this Agreement will be collected and used by punkt Tirol GmbH for the purposes of providing Registry Services as defined in ICANN's Registry Agreements (including but not limited to publication of registration data in the directory services, ~~also known as "Whois" or "RDDS"~~as well as Registry Data Escrow). punkt Tirol GmbH shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes or the applicable law. punkt Tirol GmbH will not assign the data to any third party apart from the obligatory communication defined by ICANN. When required by ICANN, however, punkt Tirol GmbH may make Personal Data available to ICANN or the relevant authorities for inspection unless barred by constraining law.

Registrar must obtain the express consent as legally required of each Registrant for the collection and use of Personal Data as described above. With respect to third-party individuals whose Personal Data is provided by the Registrant to the Registry System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by punkt Tirol GmbH of their Personal Data. Registrar is obliged to comply with applicable consumer legislation in case Registrants act as consumers.

punkt Tirol GmbH shall take reasonable steps to protect Personal Data collected from Registrar from loss, misuse, unauthorized disclosure, alteration or destruction according to the applicable law.

8 Confidentiality and intellectual property

8.1 Use of Confidential Information

During the Term of this Agreement, each party (the "Disclosing Party"") may be required to disclose Confidential Information to the other Party (the "Receiving Party") as far as necessary to fulfill the contract. Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

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

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

Except as expressly contemplated hereunder, the Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement. A general confidentiality clause, e.g. in the personnel's contract can replace the above mentioned acknowledgement in writing.

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

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

Notwithstanding the foregoing, this Subsection imposes no obligation upon the parties with respect to information that (a) is disclosed with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure; or (d) is

independently developed by the Receiving Party without use of the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure.

In the event the Receiving Party is required by law, regulation court order or ICANN provisions to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties. Upon expiration or termination, or at the Disclosing Party's request, the Receiving Party will return or destroy Confidential Information in the Receiving Party's possession.

8.2 Intellectual Property.

Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, punkt Tirol GmbH, or its suppliers and/or licensees, including without limitation its Registry Service Provider, shall own all right, title and interest in and to the EPP, APIs, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

9 Indemnities and limitation of liability

9.1 Indemnification

Registrar shall indemnify, defend and hold harmless punkt Tirol GmbH, punkt Tirol GmbH members, as well as punkt Tirol GmbH 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, in case of :

   a) a breach of this Agreement;
   b) a breach of any Registry Policies;
   c) a breach of any ICANN Policies;
   d) a breach of the RAA;
   e) a breach of applicable law;

by the Registrar, it´s employees or any assignable natural person or corporate entity.

9.2 Limitation of liability

Unless a different regulation is provided for by mandatory law, each party shall be liable to the other for cases where gross negligence or willful misconduct of bodies, employees, vicarious agents or allocable persons of punkt Tirol GmbH can be proved.

punkt Tirol GmbH and its subcontractors total and maximum aggregate liability arising out of this Agreement shall not exceed the lesser of

   - total amount of Fees paid by Registrar to punkt Tirol GmbH under this Agreement for the preceding twelve (12) months or
   - (ii) Euros 50,000.

The Registrar and its subcontractors total and maximum aggregate liability arising out of this Agreement shall not exceed the lesser of

   - total amount of Fees paid by Registrar to punkt Tirol GmbH under this Agreement for the preceding twelve (12) months or
   - (ii) Euros 50,000.

In no case shall each party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages, or any damages resulting from loss of profits or business interruption, arising out or in connection with this Agreement.

Each party shall in no case be liable for indirect damages, incidental or consequential damages or lost profit, be it on the ground of contractual, tortious (including negligence) or other liability as a result of or in connection with Registration or use of a domain name or use of its software or website, even if it was advised of the possibility of such a loss or damage, including but not limited to decisions made by punkt Tirol GmbH to register or not to register a domain name on the basis of its findings and other consequences of such decisions.

10 Notices

10.1 Addresses

~~Except as otherwise stated in this Agreement, any notices or other communications in connection with this Agreement shall be in writing and sent by registered mail or by email to the following addresses, unless the relevant party has given notice of a change of address or individual representation in writing:~~

Each party shall provide contact details for communication and notices pertaining to this Agreement to the other party, including e-mail address, post address and telephone numbers, if necessary. Changes shall be notified to the other party in written form and without undue delay.

punkt Tirol GmbH:	punkt Tirol GmbH
Address:	Brunecker Straße 3, A-6020 Innsbruck
Attention:	Dr. Markus Kichl
E-mail:	markus.kichl@nic.tirol

To Registrar:	[Registrar Name]
Address:	[Address]
Attention:	[Attention]
E-mail:	[E-Mail]

Authorised agent within the EU	[authorized agent within the EU]

10.2 Language

All notices, communications, designations, and specifications made under this Agreement shall be in the English language, unless both parties agree to use another language.

11 TERM

This Agreement shall commence on the Effective Date and continue until the earlier of the following (i) termination according to 12.1; or (ii) termination for cause according to 12.2.

12 Termination

12.1 Termination at Option of Registrar

Registrar may terminate this Agreement at any time by giving punkt Tirol GmbH a thirty (30) days' written notice of termination.

12.2 Termination for Cause

If either Party breaches any material term of this Agreement and such breach is not cured within seven (7) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

Without prejudice to Section above, this Agreement shall terminate if:

a) Registrar loses its current accreditation as ICANN Accredited Registrar, either for termination or lack of renewal;

b) The relevant Registry Agreement is terminated or expires without punkt Tirol GmbH entering into a subsequent Registry Agreement with ICANN;

c) Registrar continues acting in a manner that punkt Tirol GmbH has reasonably determined endangers the stability or operational integrity of the Registry System or of the Internet after receiving three (3) day notice of that determination; or

d) Registrar becomes bankrupt or insolvent.

punkt Tirol GmbH is entitled to suspend only individual part of the registration services upon its own discretion even if the requirements according to 12.2.c for terminating the whole agreement are met.

12.3 Effect of Termination

Upon termination of this Agreement for any reason:

a) punkt Tirol GmbH may complete the registration, transfer or renewal of all domain names processed by Registrar to the date of any expiration or termination, provided Registrar's balance deposit with punkt Tirol GmbH is sufficient.

b) punkt Tirol GmbH may disable any passwords or other security measures that permit a Registrar to establish a connection to the .tirol Registry.

c) Registrar shall immediately transfer Registrants to other ICANN-accredited registrar, in compliance with any procedures approved by ICANN.

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

e) License to use punkt Tirol GmbH's name and Logo pursuant to Section 4.4 shall immediately terminate.

f) In case of termination attributable to the Registrar, punkt Tirol GmbH reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar.

In the event of termination of this Agreement, the following shall survive: Sections 5.4, 5.7, 5.11,5.8, 6, 7, 8,9 and 13 of this Agreement.

13 Miscellaneous

13.1 Business Hours of punkt Tirol GmbH

The general business hours of punkt Tirol GmbH are from Monday to Friday from 8 9a.m. to 6 5 p.m. (CET).

13.2 Monitoring, emergency treatment if there are errors or failures of critical registry services

a)   The registry constantly surveils the entire registry infrastructure via the 7x24 network operations center and fixes potential problems or service failures as quickly as possible.

b)   The registrar is entitled to report serious errors or failures of the registry infrastructure outside business hours (hereinafter "7x24 service"). The registry fixes these failures, reported by the registrar, as quickly as possible.

c)   It is explicitly stipulated that the registrar is only entitled to utilize the 7x24 service, if technical errors or failures affect the key services of the registry, thus the registry infrastructure; especially failures of the DNS infrastructure, Whois as well as the EPP gateway.

d)   The registrar explicitly acknowledges that all other technical errors or failures, not mentioned under point c), are excluded from this provision. In this instance, the registrar is not entitled to utilize the 7x24 service, but is solely eligible to use the regular contact details of the registry during business hours.

e)   In the event of violation of the provision, mentioned under point c) and d), thus the registrar utilizes the 7x24 service in an unjustified manner, the registrar commits itself to pay an expense allowance per utilization in the amount of EUR 30 per 15 minutes or part thereof. Likewise, the registrar is committed to pay this compensation, if the 7x24 service is utilized by a person that gets access to the contact details of the 7x24 service in consequence of a violation of the commitment, mentioned under point

f) The registrar is committed to keep the contact details of the registry´s 7x24 service secret and it is prohibited to share this information with third parties.

13.3 Assignment

Except as required by the Registry Agreements, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, which approval will not be unreasonably withheld.

13.4 Entire Agreement

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

13.5 Parties Relationship

Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

13.6 Amendments

punkt Tirol GmbH may amend this Agreement from time to time; provided, however, that any material revision thereto must be approved by ICANN before any such revisions become effective and binding on Registrar. punkt Tirol GmbH will provide Registrar at least thirty (30) days written notice of any revisions to this Agreement before any such revisions become effective and binding to Registrar. If Registrar does not agree with any change, Registrar may terminate this Agreement or stop using the Registry System for registering additional domain names.

13.7 Governing Law and place of jurisdiction

This Agreement shall be governed and construed under the laws of Austria, including their choice of law provisions. The sole place of jurisdiction shall be the competent court in Innsbruck.

In witness thereof, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

[Registrar Name]   **punkt Tirol GmbH**

By: _____   By: _____
I have authority to bind the corporation   I have authority to bind the corporation

Name: [Name]   Name: Mag. Hermann Petz

Title: [Title]   Title: CEO

Date: [Date]   Date:

By: _____   By: _____
I have authority to bind the corporation   I have authority to bind the corporation

Name: [Name]   Name: Dr. Markus Kichl

Title: [Title]   Title: CEO

Date: [Date]   Date:

Exhibit A

REGISTRATION FEES

1. Sunrise

[Registrar Name] agrees to pay EUR 950,00 as a non-refundable one-time fee (EUR 200,- evaluation fee + EUR 750,- license fee) for any "EPP Pending Create" command issued during .tirol sunrise, or such other amount as may be established in accordance with Section 6.1 above.

The one-time fee mentioned above will be refunded if a request in the "Sunrise (Local Prior Rights)" will get a minor prioritization and no possibility for registration due to a request in the "Sunrise (TMCH)".

In the case of auctions due to multiple requests the license fee of EUR 750,- will be refunded to the losing applicants.

2. Landrush

[Registrar Name] agrees to pay EUR 150,00 as a one-time fee for any "EPP Pending Create" command issued during .tirol landrush, or such other amount as may be established in accordance with Section 6.1 above. In case that the corresponding applicant doesn't get awarded with the Domain Name, this one-time fee is fully refunded to **[Registrar Name]** 's account.

3. Domain-Name Initial Registration Fee

[Registrar Name] agrees to pay EUR ~~1823,~~ 24,-- per initial domain name registration, or such other amount as may be established in accordance with Section 6.1 above.

4. Domain Name Renewal Fee

[Registrar Name] agrees to pay EUR ~~18,003~~24,-- per annual increment of a domain name registration renewal, or such other amount as may be established in accordance with Section 6.1 above.

5. Domain Name Owner Change

With the change of ownership of a domain name by the Registrar no charges will be allocated. The existing maturity date remains.

6. Domain Name Transfer

[Registrar Name] agrees to pay EUR ~~23~~24,-- per domain name that is transferred to **[Registrar Name]** from another ICANN-Accredited Registrar, or such other amount as may be established in accordance with Section 6.1 above. The Domain will be renewed for 1 (one) year starting from the existing expiration date.

7. EPP Update to Restore a Name

[Registrar Name] agrees to pay EUR ~~41~~42,-- per use of the EPP Update command to restore a domain name during the 30-day Redemption Grace Period, or such other amount as may be established in accordance with Section 6.1 above.

8. Payment

The Registrar can choose between Prepayment and Postpayment.

Prepayment: The value of the deposit must be higher or equal to fee for the corresponding action at time of the transaction. The registrar has the possibility to increase the value of the deposit in its registrar web via various electronic payment channels in real time or transfer the amount directly to the bank account of punkt Tirol GmbH or to the account of another authorized company, currently RyCE GmbH (Registry Service Provider of .tirol). The invoicing of the domain transactions will be done on a monthly basis (amount already paid).

Postpayment: A Credit Limit of initial 10.000 Credits will be added to the account. If the registrar has higher expenses during a month he can apply for an increase of the limit at the registry.

The invoicing of the domain transactions will be done on a monthly basis (to be paid upon receipt) by and on behalf of punkt Tirol GmbH or by another authorized company currently the RyCE GmbH (Registry Service Provider of .tirol).

8. Deposit

The initial value of deposit is EUR 1.000,00 and is mandatory for every registrar.

Fees for the domains transactions are taken from this deposit. The value of the deposit must be higher or equal to fee for the corresponding action at time of the transaction. The registrar has the possibility to increase the value of the deposit in its registrar web via various electronic payment channels in real time. The invoicing of the domain transactions from registry to registrar will be done on a monthly basis.

Exhibit B

SERVICE LEVEL AGREEMENT

See "SPECIFICATION 10 - REGISTRY PERFORMANCE SPECIFICATIONS" to the
.tirol Registry Agreement, as may be amended from time to time.

http://www.icann.org/en/about/agreements/registries/tirol

Exhibit C

Agreement on Processing Customer Data under Data Protection Law

As part of the Temporary Specification for gTLD Registration Data adopted on 17 May 2018 by the ICANN Board of Directors (the "Temporary Specification"), Registry Operators must include provisions in their Registry-Registrar Agreements "concerning the handling of Personal Data in a manner that complies with applicable requirements of Article 28 of the GDPR."
https://www.icann.org/resources/pages/gtld-registration-data-specs-en