~~.ngo~~ PUBLIC INTEREST REGISTRY

Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement"), dated as of~~_____, _____,~~ [DATE], is made and entered into by and between ~~PUBLIC INTEREST REGISTRY~~Public Interest Registry, a Pennsylvania non~~-~~-profit corporation with its principal place of business located at ~~1775 Wiehle Avenue~~11911 Freedom Drive, Suite ~~100~~1000, 10th Floor, Reston, ~~,~~ VA ~~,~~ 20190 ~~,~~ ~~(~~("PIR~~),~~ " or the "Registry"), and~~_____, a _____, with its principal place of business located at _____~~ [REGISTRAR NAME], an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar ("Registrar"). PIR and Registrar may be referred to individually as a "Party" and collectively as the "Parties~~."~~".

~~WHEREAS,~~ PIR is a party to, or has ~~entered~~applied for, a Registry Agreement (each a "Registry Agreement") with ~~the Internet Corporation for Assigned Names and Numbers~~ICANN to operate ~~a shared registration system, TLD nameservers, and otherequipment for the .NGO~~and manage the generic top-level domain~~;~~

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

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

~~NOW, THEREFORE, for and~~ set forth in ~~consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy andsufficiency of which are hereby acknowledged,~~ Schedule A (collectively, the "PIR ~~and Registrar, intending to be legally bound,hereby agree as follows:~~TLDs," or singularly, a "PIR TLD").

This Agreement shall apply to and govern the Parties' obligations related to the registration of domain names and provision of services to the Registrar through the Registry System for each PIR TLD that Registrar elects to offer to its customers. For the avoidance of doubt, Registrar shall be responsible for the maintenance of all domain names in each PIR TLD registered through its systems even if Registrar elects to discontinue new registrations in such PIR TLD. By signing this Agreement, Registrar is permitted, but not obligated, to offer for registration each of the TLDs listed on Schedule A. Similarly, if PIR is not the Registry Operator for any of the TLDs listed on Schedule A (if an assignment for any of the TLDs is not effectuated or for any other reason) the terms of this Agreement shall not apply to those TLDs.

1. DEFINITIONS

1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics, and functional and interface

specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within fifteen (15) days of the disclosure that it is confidential.

~~"Directory" means the directory created by Registry of Registered Name Holders.~~

1.3. "DNS" means the Internet domain name system.

1.4. The "Effective Date" shall be the date ~~first~~ set forth above.

1.5. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

1.6. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

~~"NGO" means non-governmental organization.~~

1.7. "Personal Data"
~~refers to data about any identified or identifiable natural person.~~ ~~"Portal" means~~has the ~~web-based portal created by Registry for Registered Name Holders.~~meaning as set forth in Exhibit 1: RRA Data Processing Addendum.

1.8. "Registered Name" refers to a domain name within ~~the domain~~one of the ~~Registry TLD~~PIR TLDs, whether consisting of two or more ~~(e.g., john.smith)~~ levels, about which PIR or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

~~"Registered Name Bundle" refers to a domain name bundle within the domain of the Registry TLD and the .ONG TLD, whether consisting of two domain names in the Registry and Corresponding TLD consisting of two or more (e.g., john.smith) levels, about which PIR or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be part of a Registered Name Bundle even though it does not appear in a TLD zone file (e.g., a registered but inactive name bundle).~~

1.9. "Registered Name Holder" means the holder of a Registered Name ~~Bundle~~.

~~The "Registrar Tool Kit" comprises the EPP, APIs and Software.~~

1.10. "Registry Agreement" ~~means~~shall have the meaning set forth in the ~~Registry~~Preamble of this Agreement ~~between PIR and ICANN dated as of March 6, 2014, for the operation of the Registry TLD, as amended from time to time~~.

1.11. "Registry Database" means a database comprised of data about one or more

~~DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or Whois queries, for some or all of those names.~~

~~"Registry Services" Registry Services are: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning~~ domain name registrations ~~of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of Registry TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement;and (ii) provided by the Registry Operator for the .NGO registry as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the~~within PIR TLDs. ~~establishment of a Consensus Policy (as defined in the Registry Agreement); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.~~

~~"Registry TLD" means the .NGO TLD.~~

1.12. "Registry Policies" means the policies adopted and updated from time to time pursuant to Section 3.5.2 below by the Registry and posted under "Policies" on the Registry Website.

1.13. "Registry Services" has the meaning set forth in the Registry Agreement.

~~**1.12.**~~**1.14.** The "Registry System" means the system operated by PIR, or contractors on behalf of PIR, for Registered Names in the ~~Registry TLD~~PIR TLDs.

~~**1.13.**~~**1.15.** The "Registry Website" means PIR's website www.pir.org~~System.~~

~~"Technical Bundling" means the requirement that registration and any and all other actions with respect to a name in~~. If the Registry ~~TLD~~Website changes, PIR will ~~identically and simultaneously be applicable to the same Registered Name Holder in the .ONG TLD.~~provide Registrar with at least thirty (30) days' notice pursuant to Section 3.5.2.

~~"Software" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the~~

~~**1.14.**~~**1.16.** "Term" means the term of this Agreement, as set forth in ~~Subsection 9.1~~this Agreement.

~~**1.15.**~~**1.17.** A "TLD" means a top-level domain of the DNS delegated by ICANN.

1.13. ~~"Validation" means the process of validating the qualifications established from time to time by Registry for NGOs to register a name in the Registry TLD and become a Registered Name Holder.~~

1.18. "TLD Specific Terms" means any obligations, terms, or conditions that are only applicable to one or more, but not all, PIR TLDs. Such terms are set forth in Schedule B and are only applicable to the TLDs specifically referenced therein.

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

2. OBLIGATIONS OF PIR

2.1. Access to Registry System. Throughout the Term of this Agreement, PIR, or contractors on its behalf, shall operate the Registry System and provide Registrar with access to the Registry System to ~~transmit~~transact domain name registration information for domain names within the ~~Registry TLD~~PIR TLDs to the Registry System. To obtain such access, PIR may require Registrar to successfully complete operation testing in an Operational Test and Evaluation environment made available by PIR or its contractors. Nothing in this Agreement entitles Registrar to enforce any agreement between PIR and ICANN.

2.2. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, ~~ICANN requirements,~~ and ~~PIR requirements authorized by~~Registrar's Accreditation Agreement with ICANN, PIR shall maintain the registrations of Registered ~~Name Bundles~~Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by ~~Subsection 4.1.~~this Agreement.

2.3. Provision of ~~Tool Kit~~Technical Specifications; License. ~~No later than three business days after the Effective Date,~~ PIR shall provide ~~to~~ Registrar ~~a copy of the Registrar Tool Kit, which shall provide sufficient~~ with the technical specifications to permit ~~registrar~~Registrar to interface with the Registry System~~ and employ its features that are available to Registrars.~~. Subject to the terms ~~and conditions~~ of this Agreement, PIR ~~hereby~~ grants~~ Registrar~~, and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to ~~use for the Term and purposes of this Agreement, all components owned by or licensed to PIR in and to the EPP, APIs,~~access the Registry System, including any ~~reference client software and any other intellectual property included in the Registrar Tool Kit, as well as~~applicable updates and ~~redesigns thereof,~~upgrades thereto in order to provide domain name registration services in the ~~Registry TLD~~PIR TLDs only and for no other purpose.

2.4. Changes to System. PIR may from time to time ~~replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will~~ modify, revise, or augment the features of the Registry System~~.~~ at its sole discretion. PIR will provide Registrar with at least ninety ~~days~~(90) days' notice prior to the implementation of any material changes to the ~~EPP, APIs, Software or other materials licensed hereunder~~Registry System.

2.5. Engineering and Customer Service Support.

2.5.1. Engineering Support. PIR agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

2.5.2. Customer Service Support. During the Term of this Agreement, PIR will provide reasonable telephone and e-mail customer service support to Registrar ~~and~~(but not to Registered Name Holders ~~and~~or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation~~, including but not limited to, issues relating to Technical Bundling and to the Directory,Portal and Validation procedures~~. PIR will provide Registrar with a telephone number and e-mail address for such support during implementation of the Protocol~~, APIs~~ and ~~Software~~APIs. First-level telephone support will be available on ~~a 24/7 basis~~business days between the hours of 9 a.m. and

5 p.m. Eastern US time.

~~**Handling of Personal Data.** PIR may use the Personal Data submitted to PIR by Registrar for the following purposes:~~

~~Validation by Registry of the qualifications of NGOs to become Registered Name Holders.~~

~~Technical Bundling of Registered Name Holders.~~

~~Directory listings of Registered Name Holders.~~

~~Portal services for Registered Name Holders including, for example, fund raising programs.~~

~~Demographic data collected for statistical analysis.~~

~~Communications with Registered Name Holders to implement the above.~~

~~PIR may notify Registrar from time to time of additional purposes for which Personal Datasubmitted to PIR by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. PIR shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. PIR shall not use or authorize the use of Personal Data in a way that is incompatible with notices provided to registrars. PIR may from time to time use the demographicdata collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.~~

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

2.7. Integrity, Stability and Security; Mitigation Processes. PIR shall use commercially reasonable efforts to preserve the stability and security of, and confidence in, the PIR TLDs and the DNS in general for the benefit of the entire Internet community. Registrar acknowledges and agrees that PIR reserves the right to deny, suspend, cancel, or transfer any registration or transaction, or place any Registered Name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or as needed during or following any dispute resolution process; (c) to comply with the terms of the Registry Agreement; (d) if the domain name use violates PIR's Anti-Abuse Policy or other PIR policies applicable to the relevant TLD, including TLD Specific Policies; (e) to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees; (f) per the terms of the Registration Agreement; or (g) to correct mistakes made by PIR or any registrar in connection with a domain name registration. If PIR makes any such change to any domain name(s), PIR will notify Registrar via EPP poll message, except when such notice would contravene existing law, applicable technical standards, or this Agreement.

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the Term of this Agreement, Registrar shall maintain in full force and effect its ICANN accreditation~~ by ICANN as a registrar for both the Registry TLD and the .ONG TLD, which, together are linked as a result of ICANN approved technical bundling.~~

3.2. Registrar Responsibility for Customer Support~~.~~ and Abuse Mitigation.

3.2.1. Registrar shall ~~provide (i) support to accept orders~~be responsible for ~~registration, cancellation, modification, renewal, deletion or transfer of Registered Names; (ii)~~providing all customer ~~service (including domain name record support) and billing~~ and technical support to Registered Name Holders~~; and (iii) support for Technical Bundling~~ in each of the PIR TLDs. This includes all customer, technical, and billing support related to the registration, modification, renewal, transfer, and ~~Validation procedures.~~ deletion of domain names under its sponsorship.

3.2.2. Registrar shall ~~publish to Registered Name Holders emergency~~maintain an abuse point of contact ~~information for critical situations~~in accordance with its Registrar Accreditation Agreement with ICANN that can be contacted where incidents of abusive activities as defined by ICANN, PIR's Anti-Abuse Policy, or any other applicable Registry Policy is suspected, or has been found, by PIR.

~~3.1.1.~~**3.2.3.** Registrar shall have processes in place to appropriately address reports of abusive activities as defined by ICANN, PIR's Anti-Abuse Policy, or any other applicable Registry Policy and have systems in place to reasonably mitigate such ~~as domain name hijacking.~~abuse. Registrar acknowledges and agrees that PIR reserves the right to take any action on abusive Registered Names as set forth in such policies.

~~3.2.~~**3.3. Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement, its Registrar Accreditation Agreement with ICANN, and other terms that are consistent with Registrar's obligations to PIR under this Agreement.

~~3.3.~~**3.4. 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 PIR~~, its member~~ and its subcontractors, and the 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~~ and content of the Directory and Portal.~~. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

~~3.4.~~**3.5. Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder~~, as applicable,~~ an obligation for such Registered Name Holder to comply with each of the following requirements:

~~3.4.1.~~3.5.1. ICANN standards, policies, procedures, and practices for which Registrar or PIR has ~~monitoringresponsibility~~ in accordance with the Registry Agreement, the Registrar Accreditation Agreement, or other arrangement with ICANN; and

~~3.4.2.~~3.5.2. operational standards, policies, procedures, and practices for ~~the Registry TLD~~PIR TLDs established from time to time by PIR in a non-arbitrary manner and applicable to all registrars, including ~~affiliates~~any applicable affiliate(s) or contractor(s) of PIR, and consistent with ICANN's standards, policies, procedures, and practices and PIR's relevant Registry ~~Agreement~~Agreements with ICANN. Additional or revised PIR operational standards, policies, procedures, and practices for ~~the Registry TLD~~PIR TLDs shall be effective upon thirty ~~days~~(30) days' notice by PIR to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supersede those of the Registrar's registration agreement.

~~With respect to proceedings commenced under the Uniform Rapid Suspension ("URS"), Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed; provided, however, that the Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year.~~

~~3.5.~~3.6. **Additional Requirements for Registration Agreement.** In addition to the provisions of this Subsection ~~3.5~~, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

~~3.5.1.~~3.6.1. consent to the use, copying, distribution, publication, transfer, modification, and other processing of Registered Name Holder's Personal Data by PIR and its designees and agents in a manner consistent with the purposes specified pursuant to ~~Subsection 2.6;~~Exhibit 1, RRA Data Processing Addendum.

~~3.5.2.~~3.6.2. submit to proceedings commenced under ICANN's ~~dispute resolution procedures relating to Rights Protection Mechanisms (RPMs), including, without limitation, the obligation to handle payments for renewals or restoration by the Complainant in any proceeding in cases where the Complainant prevails;~~Uniform Domain Name Dispute Resolution Policy ("UDRP");

~~3.5.3.~~3.6.3. submit to proceedings commenced under ~~PIR's Restrictions Dispute Resolution Policy ("RDRP"), available at ;~~ICANN's Uniform Rapid Suspension ("URS") process;

~~3.5.4.~~3.6.4. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.6.5. agree to be bound by any TLD Specific Terms as set forth in Schedule B, TLD Specific Terms, for the ~~terms and conditions of~~applicable PIR TLDs Registrar offers for registration;

~~3.5.5.~~3.6.6. if Registrar participates in the initial launch of any of the ~~Registry TLD~~PIR TLDs, agree to be bound by the terms of such, including without limitation the ~~RDRP, the RPMs~~sunrise period and the land rush period, and the ~~dispute resolution procedures relating thereto~~Sunrise Dispute Resolution Policy, and further to acknowledge that PIR has no liability of any kind for any loss or

liability resulting from the proceedings and processes relating to the ~~RDRP,~~ sunrise period or the ~~RPMs and the dispute resolution procedures relating thereto~~land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods and (b) the results of any dispute over a sunrise registration;
~~a registrant to obtain a Registered Name during these periods, and (b) the results of any disputeover the outcome of any dispute resolution proceeding; and~~

3.6.7. agree not to distribute malware, abusively operate botnets, phishing piracy, trademark, or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in activity contrary to PIR's Anti-Abuse Policy, or other PIR Policies applicable to the particular PIR TLD, or applicable law; and

~~3.5.6.~~**3.6.8.** acknowledge and agree that PIR reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name ~~bundles~~(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the ~~registry~~Registry Database or the Registry System; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement (5) ~~as part of Validation procedures~~pursuant to PIR's Anti-Abuse Policy or other PIR policies applicable to the relevant TLD; or (6) to correct mistakes made by PIR or any Registrar in connection with a ~~domain name registration.~~Registered Name. PIR also reserves the right to place upon registry lock, hold, or similar status a domain name during resolution of a dispute.

~~acknowledge and agree that Registered Name Holders are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and further, that consistent with applicable law and any related procedures, any prohibited activity described herein may result in remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or transaction, the placement of or more registry lock functions on any domain name and the suspension of the domain name.~~

~~3.6.~~3.7. Data Submission Requirements.

~~3.6.1.~~**3.7.1.** As part of its registration and sponsorship of Registered ~~Name Bundles~~Names in ~~the Registry TLD~~PIR TLDs, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants PIR a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in PIR's operation of ~~the Registry TLD~~PIR TLDs.

~~3.6.2.~~**3.7.2.** Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name ~~Bundle~~ to PIR in a timely manner.

~~3.7.~~3.8. Security.

~~3.7.1.~~**3.8.1.** Registrar shall develop and employ in its domain name registration business all

necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of PIR, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, PIR may require other reasonable security provisions to ensure that the Registry System is secure and stable.

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

~~3.7.2.~~3.8.2. ~~Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. PIR in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrarby PIR.~~ The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to ~~and/~~or modification of an authorization code within five (5) calendar days.

~~3.8.~~3.9. **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, the APIs, and the systems of PIR in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, PIR may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of PIR.

~~3.9.~~3.10. **Time.** In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

~~3.10.~~3.11. **Transfer of Registration Sponsorship.** Registrar agrees to implement transfers of Registered Name ~~Bundle~~ registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

~~3.11.~~3.12. **Restrictions on Registered Names.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

~~**Technical Bundling of Registered Names.**~~

~~This Agreement relating to registration of names in the .NGO or .ONG domains (with respect to one another the "Corresponding TLD") allows only the registration of names that comply with the Technical Bundling requirements set forth in this Section 3.13 and in the corresponding section of the Agreement between the parties with respect to the Corresponding TLD.~~

~~When Registrar registers a domain name in the either the .NGO or .ONG top level domain, the identical second level name simultaneously will be allocated in the Corresponding TLD. During the registration process and prior to completion of the registration process, Registrar will display the text of PIR's Registration Policies for .NGO and .ONG domain names and will implement measures to ensure that the registration cannot continue unless the prospective Registered Name Holder affirmatively indicates acceptance of all terms and conditions, including, but not limited to the fact that registration of a .NGO or .ONG top level domain will result in the creation of the identical name in the Corresponding TLD.~~

~~Registrar shall not perform any procedure covered by this Agreement (including registration, renewal, transfer and any other services) with respect to a domain name in the .NGOTLD unless the same procedure is performed with respect to the corresponding domain name in the Corresponding TLD.~~

~~**Validation.** This Agreement relating to registration of names in the .NGO domain allowsonly the registration of names that comply with the Validation requirements for NGOs. When Registrar registers a domain name in the .NGO domain, the name must comply with the validation requirements for eligibility to register names in that domain that are set forth in the operational standards, policies, procedures, and practices for the Registry TLD established fromtime to time by PIR pursuant to Section 3.5.2.~~
~~Registration Fees.~~

4. FEES

4.1. Amount of PIR Fees. Registrar agrees to pay PIR the fees set forth in ~~Exhibit A~~Schedule C for services provided by PIR to Registrar (collectively, "Fees"). ~~Registrar shall only be obligated to pay one fee for services (including registration, renewal, transfer and any other services) in connection with the registration of a Registered Name Bundle as required by Section 3.13.~~ PIR reserves the right to ~~adjust the Registration Fees in a manner consistent with PIR's Registry Agreement(s) with ICANN.~~revise the Standard Fees (as described in Schedule C) from time to time, provided that PIR shall provide at least six (6) months' notice to Registrar prior to any such increases. In addition, Registrar agrees to pay PIR the applicable ~~variable fees~~ Variable Fees assessed to Registry Operator by ICANN, as

~~**permitted by Subsection 6.3 of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.**~~

~~**Payment of PIR Fees.** In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by PIR ("Payment Security"), which acceptance will not be unreasonably withheld so long as payment is assured.~~set forth in the applicable Registry Agreements.

All ~~Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by PIR to Registrar. Payment~~payments shall be made ~~via debit or draw down of the deposit account, letter of creditor other credit facility. PIR shall provide monthly invoice statements to the Registrar. The Registrar must pay this invoice upon receipt in order to ensure timely processing of future domain name registrations~~in accordance with the processes set forth in Schedule C. PIR reserves the right to modify its billing and collections policies from time to time, provided that PIR shall provide notice of such modifications in accordance with Section 3.5.2.

~~**Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with PIR, PIR may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of terminationof this Agreement pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.~~

4.2. Taxes. All Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of PIR) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such Fees. All payments due to PIR shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, PIR receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms~~ and conditions~~:

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

5.1.2. 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.

5.1.3. The Receiving Party shall make no disclosures~~ whatsoever~~ of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees,

contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

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

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

5.1.6. Notwithstanding the foregoing, this Subsection ~~5.1~~ imposes no obligation upon the ~~parties~~Parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure; or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.7. The Receiving Party's duties under this Subsection ~~5.1~~ shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the ~~parties~~Parties.

5.2. Intellectual Property.

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes, and all other forms of intellectual property.

5.2.2. 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.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty (30) days after presentation of a demand by PIR under this Section, will indemnify, defend and hold harmless PIR and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each

of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices, and customer service. PIR shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, PIR will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses PIR for PIR's actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without PIR's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any~~ and all~~ costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by PIR in connection with or arising from any such indemnifiable claim, suit, action, or proceeding.

6.2. Representation~~ and~~, Warranty~~.~~, and Covenant. Registrar represents~~ and~~, warrants, and covenants that: (i) it is and will remain a corporation duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation (ii) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (iv) it is and will remain in compliance with applicable laws and regulations, (v) it is, and will continue to be, accredited by ICANN or its successor and (~~v~~vi) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

6.3. Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S INDEMNITY OR CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF PIR AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO PIR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEEDING 12 MONTH PERIOD, OR (ii) $100,000 USD.

6.4. Disclaimer of Warranties. THE ~~REGISTRAR TOOL KIT~~REGISTRY SYSTEM AND ~~ALL~~ THE PROVISION OF REGISTRY SERVICES AS WELL AS ANY OTHER ~~ITEMS~~SERVICES PROVIDED ~~BY PIR HEREUNDER~~UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. PIR EXPRESSLY DISCLAIMS ALL WARRANTIES ~~AND/~~OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD~~-~~-PARTY RIGHTS. PIR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE ~~REGISTRAR TOOL KIT~~REGISTRY SYSTEM WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE ~~REGISTRAR TOOL~~

KITREGISTRY SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT REGISTRY SYSTEM WILL BE CORRECTED. FURTHERMORE, PIR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KITREGISTRY SYSTEM OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KITREGISTRY SYSTEM PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

Reservation of Rights. PIR reserves the right to deny, cancel or transfer any registration or transaction, or place any Registered Name Bundle on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on thepart of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by PIR or any Registrar in connection with a Registered Name Bundle. PIR also reserves the right to place a Registered Name Bundle on registry hold, registry lock, or similar status during resolution of a dispute.

7. INSURANCE

Insurance Requirements. Registrar shall acquire, on or before the Effective Date, at least US $500,000 in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, uponexecution of this Agreement, and from time to time thereafter upon Registry Operator's reasonable request. Such insurance shall entitle PIR to seek compensation under such policy on behalf of PIR and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

7.1. Insurance Requirements. PIR may, at its sole discretion, require Registrar to provide proof of reasonable general liability insurance.

8. DISPUTE RESOLUTION

8.1. Dispute Resolution. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of American Arbitration of the International Chamber of Commerce ("ICC").Association ("AAA"). The arbitration shall be conducted in the English language and shall occur in the state ofFairfax County, Virginia, U.S.AUnited States of America. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICCAAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICCAAA rules. The parties

shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the state or federal courts of the ~~state~~Commonwealth of Virginia, ~~U.S.A.;~~United States of America; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration ~~and/~~or preserving the rights of a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the state or federal courts in the ~~state~~Commonwealth of Virginia, ~~U.S.A.,~~United States of America, which shall not be a waiver of this arbitration agreement.

9. TERM AND TERMINATION

9.1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is two (2) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. ~~In the event that ICANN requires~~If revisions to ~~this~~PIR's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting ~~an~~the revised agreement ~~incorporating such revisions~~ in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to PIR. ~~In the event that~~If PIR does not receive such executed amendment or notice of termination from Registrar within such fifteen (15) day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

9.2. Termination. This Agreement may also be terminated as follows:

9.2.1. Termination For Cause. ~~In the event that~~If either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

9.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving PIR thirty ~~days~~(30) days' notice of termination.

9.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate ~~inthe event~~if Registrar's accreditation by ICANN is terminated or expires without renewal.

9.2.4. Termination in the Event of Termination of all Registry ~~Agreement~~Agreements. This Agreement shall terminate ~~in the event that PIR'S~~if PIR's Registry ~~Agreement~~Agreements with ICANN ~~is~~are all terminated or ~~expires~~expire without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned ~~under Subsection 10.1.1.~~pursuant to the terms herein.

9.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this

Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

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

9.3.1. PIR will complete the registration of all ~~Registered Name Bundles~~domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to PIR for Fees are current and timely.

9.3.2. Registrar shall immediately transfer its sponsorship of Registered ~~Name Bundles~~Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

9.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

9.3.4. In the event of termination in accordance with the provisions of Subsections 9.1, 9.2.1, 9.2.2, 9.2.3 or 9.2.5, PIR reserves the right to immediately contact ~~any and~~ all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

9.3.5. All ~~fees~~Fees owing to PIR shall become immediately due and payable.

9.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections ~~2.6,~~ 3.6, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7~~ and~~, 10.8 and 10.9, (ii) all Schedules and Exhibits, and (iii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. MISCELLANEOUS

10.1. Assignments.

10.1.1. Assignment to Successor ~~PIR~~Registry. In the event the PIR's Registry ~~Agreement is~~Agreements are all terminated or ~~expires~~expire without entry by PIR and ICANN of a subsequent registry agreement, PIR's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the ~~Registry TLD and Corresponding TLD~~PIR TLDs upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent PIR assumes the duties of PIR under this Agreement. The terms of this RRA remain in full force and effect so long as PIR maintains the Registry Agreement for at least one of the TLDs on Schedule A.

10.1.2. Assignment in Connection with Assignment of Agreement with ICANN. ~~In the event that~~If PIR's Registry ~~Agreement~~Agreements with ICANN for ~~the Registry TLD~~a particular PIR TLDs

is validly assigned, PIR's rights under this Agreement with respect to that TLD shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of PIR under this Agreement. ~~In the event that~~If Registrar's ~~accreditation agreement~~Accreditation Agreement with ICANN~~ for the Registry TLD~~ is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the ~~accreditation agreement~~Registrar Accreditation Agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

10.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors, and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.2. Notices. Any notice or other communication required or permitted to be delivered to any ~~party~~Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, or by e-mail ~~or by telecopier~~ during business hours) to the ~~address or telecopier number set forth beneath~~ contact provided by the ~~name of such party below, unless such party has given a notice of a change of address in writing:~~Registrar:

~~If to Registrar:~~

_____

_____

_____

_____

_____

~~with copy to:~~

_____

_____

_____

If to PIR:

~~Public Interest Registry~~
~~1775 Wiehle Avenue, Suite 100~~
~~Reston, VA 20190~~
~~U.S.A.Telephone: +1 703 889 5778~~
~~Facsimile: +1 703 889 5779~~
~~Attention: President and Chief Executive OfficerEmail: (As specified from time to time.)~~

~~with a copy to:~~

Public Interest Registry
~~1775 Wiehle Avenue~~11911 Freedom Drive, Suite ~~100~~1000, 10th Floor
Reston, VA 20190, U.S.A.

Attention: ~~General Counsel~~Operations Department
Email: (As specified from time to time)
with a copy to: legal@pir.org

10.3. Third-Party Beneficiaries. The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

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

10.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six

(6) months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

10.6. Amendments. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

10.7. Waivers. No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise or waiver of any such power, right, privilege, or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, or remedy under this Agreement, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.8. Governing Law. This Agreement and its interpretation (including its interpretation by the arbitrators in accordance with the terms of this Agreement) shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, United States of America, in all respects and as applied to agreements entered into among Virginia residents to be performed entirely within Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of Commonwealth of Virginia.

~~10.8.~~**10.9. Entire Agreement.** This Agreement (including its Schedules and Exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals, or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

10.10. Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstances is determined to be invalid, illegal, or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person, entity, or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.

~~10.9.~~**10.11. Counterparts.** All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

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

PUBLIC INTEREST REGISTRY

By: _____

Name:_____

Title:_____

[Registrar]_____

By:_____

Name:_____

Title:

~~**Exhibit A REGISTRATION FEES**~~

Schedule A
PIR TLDs

PIR either serves as the Registry Operator for, or has applied to ICANN to serve as the Registry Operator for, the following TLDs:

.ORG
.NGO
.ONG
.CHARITY
.GIVES
.GIVING
.FOUNDATION
.ОРГ (.xn--c1avg)
.机构 (.xn--nqv7f)
.संगठन (.xn--i1b6b1a6a2e)

For TLDs for which PIR has applied to serve as Registry Operator to ICANN, the terms of this Agreement shall become effective relating to those TLDs upon ICANN's delegation or assignment of the corresponding Registry Agreement to PIR, though such delegation or assignment does not require Registrar to offer registrations in such TLDs.

Schedule B
TLD Specific Terms

.CHARITY TLD Specific Terms

Pursuant to the requirements of Specification 11 of the .CHARITY Registry Agreement, Registrar shall include in its Registration Agreement with each Registered Name Holder in the .CHARITY TLD an obligation for such Registered Name Holder to comply with each of the following additional requirements:

(a) A provision requiring that Registered Name Holders will comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

(b) A provision requiring that Registered Name Holders who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

(c) A provision requiring Registered Name Holders to provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

(d) A provision requiring a representation that the Registered Name Holder possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD.

(e) A provision requiring Registered Name Holders to report any material changes to the validity of the Registered Name Holders' authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

.GIVES TLD Specific Terms

Pursuant to the requirements of Specification 11 of the .GIVES Registry Agreement, Registrar shall include in its Registration Agreement with each Registered Name Holder in the .GIVES TLD an obligation for such Registered Name Holder to comply with each of the following additional requirements:

(a) A provision requiring Registered Name Holders to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

(b) A provision requiring that Registered Name Holders who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

.GIVING TLD Specific Terms

Pursuant to the requirements of Specification 11 of the .GIVING Registry Agreement, Registrar shall include in its Registration Agreement with each Registered Name Holder in the .GIVING TLD an obligation for such Registered Name Holder to comply with each of the following additional requirements:

(a) A provision requiring Registered Name Holders to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

(b) A provision requiring that Registered Name Holders who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

.NGO and .ONG TLD Specific Terms

As required by Specification 12 of the .NGO and .ONG Registry Agreements, this Agreement relating to registration of names in the .NGO and .ONG TLDs allows only the registration of names that comply with the validation requirements for non-governmental organizations ("NGOs"). When Registrar registers a domain name in the .NGO or .ONG TLD, the name must comply with the validation requirements for eligibility to register names in that domain that are set forth in the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by PIR pursuant to this Agreement.

Registrar will display the text of PIR's Registration Policies for .NGO and .ONG domain names (either through hyperlink to the Policies or displaying the text directly) and will implement measures to ensure that the registration cannot continue unless the prospective Registered Name Holder affirmatively indicates acceptance of all terms and conditions relating to the name.

Schedule C
Registration Fees

1. Payment of PIR Fees. In advance of incurring Fees, Registrar shall provide a payment security comprised of an irrevocable letter of credit, cash deposit, or other credit facility accepted by PIR ("**Payment Security**"), against which registration fees are charged at the time the domain name is registered. All Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by PIR to Registrar. Payment shall be made via debit or draw down of the deposit account, irrevocable letter of credit or other credit facility, or payment method as deemed acceptable by PIR in its sole discretion. PIR shall provide monthly invoice statements to the Registrar.

2. Non-Payment of Fees. In the event Registrar has insufficient funds deposited or available through the irrevocable letter of credit or credit facility with PIR, PIR may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database; (c) give written notice of termination of this Agreement; and (d) pursue any other available remedy under this Agreement or at law.

~~1.~~**3.Domain Name Standard Initial Registration Fee.** Other than Premium Domain Names (defined below), PIR will charge a standard fee per annual increment of an initial registration of a Registered Name ~~Bundle~~(the "**Standard Initial Registration Fee**"). The Standard Initial Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. ~~Except with respect to certain second level domain names within the Registry TLD which PIR in its sole discretion designates as premium names and which are listed along with current renewal pricing information for each such premium name in the Registrar Relations area of the PIR website https://registrars.pir.org/registrar_relations/announcements, the current Initial Registration Fee asof the Effective Date is US $ 30.00 per Registered Name Bundle.~~PIR may increase the Standard Initial Registration Fee pursuant to Section 4 of the Agreement. The current Standard Initial Registration Fees are:

PIR TLD	STANDARD INITIAL REGISTRATION FEE (USD $)
.ORG	$9.93
.NGO	$15
.ONG	$15
.CHARITY	$21.50
.GIVES	$21.50
.GIVING	$21.50
.FOUNDATION	$21.50
.ОРГ (.xn--c1avg)	$8.25

.机构 (.xn--nqv7f)	$8.25
.संगठन (.xn--i1b6b1a6a2e)	$8.25

~~2.~~4.**Domain Name Standard Renewal Fee~~PIR~~.** Other than Premium Domain Names, PIR will charge a standard fee per annual increment of a renewal of a Registered Name ~~Bundle~~ (the "Standard Renewal Fee") in the ~~Registry TLD~~PIR TLDs. The Standard Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. ~~Except with respect to certain second level domain names within~~PIR may increase the ~~Registry TLD which PIR in its sole discretion designates as premiumnames and which are listed along with current renewal pricing information for each such premium name in the Registrar Relations area of the PIR website https://registrars.pir.org/registrar_relations/announcements, the current Renewal Fee as of the Effective Date is US $ 30.00 per Registered Name Bundle.~~Standard Renewal Fee pursuant to Section 4 of the Agreement. The current Standard Renewal Fees are:

PIR TLD	**STANDARD RENEWAL FEE (USD $)**
.ORG	$9.93
.NGO	$15
.ONG	$15
.CHARITY	$21.50
.GIVES	$21.50
.GIVING	$21.50
.FOUNDATION	$21.50
.ОРГ (.xn--c1avg)	$8.25
.机构 (.xn--nqv7f)	$8.25
.संगठन (.xn--i1b6b1a6a2e)	$8.25

5. Premium Domain Names and Pricing Tiers.

5.1. With the exception of .ORG, PIR may, at its sole discretion, establish a higher tiered-based pricing structure for both initial registration fees ("**Premium Initial Registration Fees**") and renewal fees for domains with Premium Initial Registration Fees ("**Premium Renewal Fees**") for certain second level domain names ("**Premium Domain Names**"). If any Premium Domain Names are designated or such pricing tiers are established, PIR shall publish the pricing in the Registrar Relations section of the PIR Website. For the PIR TLDs other than .ORG, PIR shall have the right, in its sole discretion, to modify Premium Domain Name tiers provided that gives no less than forty-five (45) days prior notice of any changes to tiers for Premium Initial Registration Fees, and no less than one hundred eighty (180) days' to modify the pricing of Premium Renewal Fee tiers. For the avoidance of

doubt, PIR will not change the tier of a specific second level domain name for the entire duration of that registration.

5.2. For .ORG domain names, PIR may only charge premium pricing for the remaining reserved single and two character domain names pursuant to the Phased Allocation Program approved in the .ORG Registry Agreement.

3.6.Fees for Transfers of Sponsorship of Domain Name Bundle Registrations. Where the sponsorship of a Registered Name Bundle is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, PIR will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, PIR will charge a Renewal Fee for the requested extension as provided in item 2 above. The transfer shall result in an extension according to the renewal request, subject to a ten year maximum on the future term of any domain name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN Accredited Registrar receiving sponsorship of the domain name.renewal fee corresponding to the applicable (i) Standard Renewal Fee (the "Standard Transfer Fee," the Standard Transfer Fee, the Standard Initial Registration Fee, and the Standard Renewal Fee are collectively, the "Standard Fees"); or (ii) the Premium Renewal Fee for the requested extension.

4.7. Bulk Transfers. For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay PIR US $0 (for transfer of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 Registered Name BundlesNames).

5.8. Restore Fee. Registrar shall pay PIR a fee (the "**Restore Fee**") per Registered Name Bundle restored during the Redemption Grace Period; provided that though PIR reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances. The current Restore Fee as of the Effective Date is US $95 per Registered Name Bundle restored.PIR shall have the right to raise the Restore Fee provided that it gives no less than one hundred eighty (180) days' notice to Registrar. The current Restore Fees are:

PIR TLD	RESTORE FEE (USD $)
.ORG	$40
.NGO	$40
.ONG	$40
.CHARITY	$40
.GIVES	$40
.GIVING	$40
.FOUNDATION	$40
.ОРГ (.xn--c1avg)	$40
.机构 (.xn--nqv7f)	$40
.संगठन (.xn--i1b6b1a6a2e)	$40

~~6.~~9. **Excess Deletion Fee.** PIR may charge registrars a fee (the "**Excess Deletion Fee**") ~~for each Registered Name Bundle deleted within the five day add grace period in the event~~pursuant to ICANN's AGP (Add Grace Period) Limits Policy.

~~Deletes with respect to any one calendar month are in excess of (i) ninety percent (90%) of the total number of initial registrations made by the registrar or (ii) fifty (50) domain names,whichever is greater, over that time period. The Excess Deletion Fee shall be US $.05 (fivecents) per Grace Period Delete.~~