# .ONE REGISTRY-REGISTRAR AGREEMENT

**PARTIES**

This REGISTRY-REGISTRAR AGREEMENT (the "RRA"), dated as of [date], [year], is made and entered into by and between:

One.com A/S [One Registry] "Registry"), AND

 [Registrars full name] a company constituted registered under the laws of

 [Country of Registration], with registration number [Company Registration Number], having its registered office at [Company Registered Address] (the "Registrar").

Registry and Registrar shall each be a "Party" and collectively the "Parties."

# WHEREAS

1. Registry has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD name servers, and render other registry services for the .one top-level domain;
2. Registrar wishes to act as a registrar for domain names within the .one top-level domain.
3. The Parties agree to enter the relationship of Registry and Registrar on the terms and conditions of this RRA.

NOW, THEREFORE, for and in consideration of the mutual undertakings Registry and Registrar hereby agree as follows:

# DEFINITIONS AND INTERPRETATION

"API" means “application program interfaces” by which Registrar may interact, through the EPP, with the Registry System.

"Confidential Information" means all confidential and proprietary information and materials, including but not limited to, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications.

"DNS" means the Internet Domain Name System.

"Effective Date" shall be the date first set forth on the first page of this RRA.

"EPP" means the Extensible Provisioning Protocol, a version whereof is used by the Registry System in the provision of Registry Services.

"ICANN" means the Internet Corporation for Assigned Names and Numbers. "Personal Data" refers to data about any identified or identifiable natural person.

“RRA” means this Registry-Registrar Agreement, including its exhibits, modifications and supplements thereof or thereto;

"Redemption Grace Period" refers to time period when the Registered Name is deleted but restorable. "Registered Name" refers to a domain name within the domain of the Registry TLD, consisting of two levels, about

which Registry 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 Holder" means the holder of a Registered Name.

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

"Registry " means One.com A/S, having its company seat at Kalvebod Brygge 24, Copenhagen V, 1560, Denmark, and registered with the Danish trade register under number 28677138.

"Registry Agreement" means the Registry Agreement between Registry and ICANN dated as of 7th November 2014 for the operation of the Registry TLD, as amended from time to time.

"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 queries, for some or all of those domain names.

"Registry Policies" means the .one Domain Name Registration Policies to be downloaded on [www.oneregistry.co.](http://oneregistry.co/documents/dotone_registration_policies.pdf)

"Registry Services" are: (a) those services that are both (i) operations of the .one registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of 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 RRA; and (ii) provided by the Registry Operator for the Registry TLD as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy or Temporary 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 .one TLD.

"Registry System" means the system operated by Registry in providing Registry Services for the Registry TLD, including but not limited to the API and the Software.

“Software” means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

“Sunrise” means the initial launch phase of the TLD

"Term" means the term of this RRA, pursuant to section 9.1. "TLD" means a top-level domain of the DNS.

“UDRP” means the Uniform Dispute Resolution Procedure. “URS” means Uniform Rapid Suspension.

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

# CONDITION PRECEDENT

**Accredited Registrar**. During the Term of this RRA, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD, being at the date of this RRA, the 2013 ICANN Registrar Accreditation Agreement. Registrar shall not be able to submit domain name applications until it has provided to Registry evidence of fulfilment of this requirement.

# OBLIGATIONS OF REGISTRY

1. **Access to Registry System**. For the Term, Registry shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System.
2. **Maintenance of Registrations Sponsored by Registrar**. Subject to the provisions of this RRA, Registry shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term.
3. **Provision of Tool Kit; License**. Registry shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit the Registrar with access to the interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this RRA, Registry hereby grants Registrar and Registrar accepts a non-transferable, worldwide limited license to use for the Term, all features and functionality owned by or licensed to Registry in and to the EPP, API, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only.
4. **Changes to the Registry System**. Registry may from time to time make modifications to the Registry System that will modify, revise or augment the features of the Registry System. Registry will provide Registrar with at least ninety

(90) days notice prior to the implementation of any material changes to the Registry System or other materials licensed hereunder. Registry will provide ninety (90) days notice in the case of changes, which, without implementation by Registrar, will result in system incompatibility.

1. **Engineering**. Registry shall provide Registrar with 24 hour/7 day/365 days a year emergency support by telephone and email as well as reasonable technical and customer service support. Registry shall not be obligated to provide support to Registrar’s customers or resellers.
2. **Handling of Personal Data**. Registry shall notify Registrar of the purposes for which Personal Data submitted to Registry by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Registry may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.
3. **ICANN Requirements**. Registry’s obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this RRA, it is acknowledged and accepted that Registrar shall comply with any such ICANN requirements in accordance with any timelines set by ICANN.
4. **Zone Files.** Registry will provide Registrar access to zone files of the TLD once every 24 hours.

# OBLIGATIONS OF REGISTRAR

1. **Registrar Responsibility for Customer Support.** Registrar shall (i) provide support to accept orders for registration, cancellation, modification, renewal, deletion, restore or transfer of Registered Names (ii) provide customer service (including domain name record support) and billing and technical support to Registered Name Holders.
2. **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 with the Registered Name Holder all those terms required by this RRA and any other terms that are consistent with the Registrar’s obligations under this RRA. The Registrar shall, on reasonable request, provide access to a copy of its standard registration agreement with Registered Name Holders to Registry.
3. **Indemnification Required of Registered Name Holders**. In its registration agreement with each Registered Name Holder, Registrar shall require each Registered Name Holder to indemnify, defend and hold harmless Registry and its subcontractors, and also 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. The registration agreement shall further require that this indemnification obligation survives the termination or expiration of the registration agreement.
4. **Compliance with Terms and Conditions**. Registrar shall comply with each of the following requirements, and further shall include in its registration and any other terms 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:
	1. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
	2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry’s Registry Agreement with ICANN. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days prior written notice by Registry to Registrar. If there is a discrepancy between the terms required by this RRA and the terms of the Registrar’s registration agreement, the terms of this RRA shall supersede those of the Registrar’s registration agreement.
	3. consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the purposes specified by section 3f;
	4. submit to the UDRP and the URS;
	5. must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed;
	6. must not renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD);
	7. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
	8. agree to be bound by the terms and conditions of this RRA and all policies implemented and launched by Registry, including but not limited to, sunrise and land rush periods;
	9. prohibit the Registered Name Holder from using a domain name in the Registry TLD for distributing malware, abusively operating botnets, phishing, piracy, trade mark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law; and
	10. acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, 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 the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
5. **Data Submission Requirements**. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time.

# Security.

* 1. Registrar shall develop and employ in its domain name registration business all reasonably 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 Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry

may require other reasonable security provisions to ensure that the Registry System is secure and stable.

* 1. Each EPP session shall be authenticated and encrypted by secure socket layer ("SSL") protocol and with an SSL Certificate issued by a relevant Certificate Authority. Registrar agrees to authenticate every EPP client connection with the System both using a X.509 server certificate issued by a commercial certification authority and using username and password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four (4) hours of learning that its Registrar password has been compromised in any way or if the issuing certification authority has revoked its server certificate or compromised in any way.
	2. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Registry. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. 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.
1. **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 Registry in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Registry 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 Registry.
2. **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 prevail.
3. **Transfer of Registration Sponsorship**. Registrar agrees to implement transfers of Registered Name 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”).
4. **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.
5. **Resellers.** Registrar may allow its own resellers to facilitate the registration of domain names in the Registry TLD. Registrar agrees to expressly and contractually bind its resellers to all obligations of the Registrar under this RRA. Notwithstanding the use of any reseller, Registrar will remain fully responsible for any reseller’s compliance with all obligations under this RRA. Registrar shall require resellers, in the reseller agreement with Registrar, to indemnify, defend and hold harmless, the Registry, including its directors, officers, employees, subcontractors and agents, to the maximum extent required by law, from and against any claims, damages, liabilities, costs and expenses arising out of or relating to any application and/or request for the registration of a domain name and/or the use of a domain name.

# FEES AND PAYMENT

1. **Registration Fees**. Registrar agrees to pay Registry Operator the non-refundable fees set forth in the Fee Schedule attached as Exhibit A (the "Registration Fees") in respect of each successful registration application for a Registered Name. Registry Operator reserves the right to adjust the Registration Fees, provided that any price change shall be made only upon six (6) months prior notice to Registrar (by e-mail, hand, by registered mail, or by

courier or express delivery service), and provided that such adjustments are consistent with Registry Operator's Registry Agreement with ICANN. For the avoidance of doubt, Registration Fees shall not apply retrospectively to any existing Registration. Current prices and effective dates of price increases always will be found in the Registrar section of the Registry Operator website.

1. **Registration Reporting**. Registry Operator shall provide a written report at the end of each calendar month specifying the registrations successfully completed by Registrar for its Registered Name Holders in the month and shall include with the written report an invoice outlining the Registration Fees due and payable by Registrar.
2. **Fees Due**. All Registration Fees are due within thirty (30) days of receipt of the invoice and report set out in clause 5(b) above.
3. **Taxes**. The Registration Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Registry Operator) 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 exclusively and shall not be considered a part of, a deduction from or an offset against such Registration Fees. All payments due to Registry Operator 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, Registry Operator 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.
4. **Change in Registrar Sponsoring Domain Name**. Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy. (a) For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar agrees to pay Registry Operator the renewal registration fee associated with a one-year extension, as set in Exhibit A. The losing registrar's Registration Fees will not be refunded as a result of any such transfer
5. **Bulk Transfers.** For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay Registry EUR 0 for transfer of 50,000 names or fewer or EUR 50,000 / USD 60,000 to be advised for transfers of more than 50,000 names.
6. **Restore Fee**. Registrar shall pay Registry a fee (the “Restore Fee”) per Registered Name restored during the Redemption Grace Period; provided that Registry 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 **$60.00** per Registered Name Restored.
7. **Charges for ICANN Fees**. Registrar agrees to pay to Registry Operator, within five (5) days of the date when due, any variable registry-level fees paid by Registry Operator to ICANN, which fees may be secured by the Payment Security, if applicable. The fee will consist of two components; each component will be calculated by ICANN for each registrar: (a) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed the amount set forth in the Registry Agreement. (b) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved ICANN Budget.
8. **Non-Payment of Fees**. Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within fourteen (14) days of the date when due, Registry Operator may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) give written notice of termination of this Agreement pursuant to Section 7 below; and (iii) pursue any other remedy under this Agreement.

# INTELLECTUAL PROPERTY

Subject to the terms and conditions of this RRA, Registry grants Registrar a limited, royalty-free, worldwide licence for the Term only to display Registry intellectual property as provided to Registrar by Registry solely for the purpose of fulfilling Registrar’s obligations set out in this RRA including but not limited to the fulfilment of registration of domain names. Registry shall, notwithstanding the licence granted in this clause, continue to own its intellectual property, including, but not limited to, all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

# 7 TERM AND TERMINATION

1. **Term of the Agreement**. The Term of this RRA shall commence from the Effective Date and, unless earlier terminated in accordance with the provisions of this RRA, shall continue for a period of 5 (five) years following the Effective Date. Thereafter, this RRA shall automatically renew for successive five (5) year renewal periods unless terminated as provided for in this RRA.
2. **Termination**. This RRA may be terminated:
	1. **Termination Without Cause by Registrar.** Registrar may terminate this RRA by giving Registry 30 (thirty) days notice of termination at any time.
	2. **Termination For Cause.** In the event that either party materially breaches any term of this RRA and such breach is not substantially cured within 30 (thirty) 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 RRA as of the date specified in such notice of termination.
	3. **Termination Upon Loss of Registrar's Accreditation**. This RRA shall terminate automatically in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
	4. **Termination in the Event of Termination of Registry Agreement**. This RRA shall terminate in the event that Registry’s Registry Agreement with ICANN is terminated or expires without Registry entering a subsequent Registry Agreement with ICANN.
	5. **Termination in the Event of Bankruptcy.** Either Party may terminate this RRA immediately if the other Party files a petition for insolvency, bankruptcy or dissolution, or is declared insolvent or bankrupt, is dissolved, or seeks any assignment for the benefit of creditors, or seeks 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.
3. **Effect of Termination**. Upon the expiration or termination of this RRA:
	1. Registry will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry for Fees are current and timely.
	2. Registrar shall cease use of the Registry System and any intellectual property of the Registry;
	3. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN- accredited registrar in compliance with any procedures established or approved by ICANN at the relevant time.
	4. Registrar shall return or destroy all Confidential Information of the Registry that it received during the Term of the RRA.
	5. Registry reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.
	6. All fees owing to Registry shall become immediately due and payable.

# 8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. During the Term, each party may disclose its Confidential Information to the other party to fulfill each Party’s obligations under this RRA. The Receiving Party shall treat as strictly confidential 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 RRA and for no other purposes whatsoever.
2. The Receiving Party shall not publish or disclose 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 RRA.
3. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is or has entered the public domain through no fault of the Receiving Party; or (ii) is known by the Receiving Party prior to the time of disclosure; or (iii) is independently developed by the Receiving Party without use of the Confidential Information; or (iv) is made generally available by the Disclosing Party without restriction on disclosure, or (v) 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.

# 9 INDEMNITY

1. **Registrar Indemnity**. Registrar will indemnify and hold harmless Registry and its employees, directors, officers, representatives, agents and affiliates from and against any claim, suit, action, or other proceeding brought against Registry 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.
2. **Registry Indemnity.** Registry will indemnify and hold harmless Registrar and its employees, directors, officers, representatives, agents and affiliates from and against any claim, suit, action or other proceeding against Registry arising from any claim or alleged claim: (i) Registry’s breach of this Agreement and (ii) infringement of the Registry System.
3. In the event of any claim to be indemnified, the indemnified Party shall provide indemnifying Party with prompt written notice of any claim and will provide all available information and assistance reasonably necessary for the indemnifying Party to defend such claim. The indemnified Party will not enter into any settlement or compromise without the indemnifying Party’s prior written consent (not be unreasonably withheld). The indemnifying Party 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 the indemnified Party in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

# LIMITATION OF LIABILITY

1. **Limitation of Liability**. 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 REVENUE, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS RRA, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. **Disclaimer of Warranties**. THE REGISTRAR SYSTEM AND ALL OTHER ITEMS PROVIDED BY REGISTRY PURSUANT TO THIS RRA ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRY SYSTEM TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRY SYSTEM TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. FURTHERMORE, REGISTRY DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRY SYSTEM OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

# INSURANCE

Registrar shall have in place for the Term a comprehensive general liability insurance from a reputable insurance provider sufficient for its liabilities under this RRA. Registrar shall provide such evidence as is reasonably requested by Registry evidencing such insurance policy.

# MISCELLANEOUS

1. **Entire Agreement**. This RRA constitutes the entire agreement and understanding between the Parties concerning the subject matter of this RRA 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.
2. **Amendments**. No amendment, supplement, or modification of this RRA or any provision hereof shall be binding unless executed in writing by both parties.
3. **Severability.** If any provision of this RRA is held to be illegal, invalid or otherwise unenforceable for any reason, the remainder of this RRA shall continue in full force and effect.
4. **Waiver**. No failure on the part of either Party to exercise any power, right, privilege or remedy under this RRA, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this RRA, shall operate as a waiver of such power, right, privilege or remedy; and no waiver of any such power, right, privilege or remedy shall be deemed to be a waiver of any future right arising under this RRA.
5. **Notices**. Any notice or other communication to or by a Party may be given by personal service, post or email and must be in writing, dated and to the addresses below:

Registrar:

FAO:

Address: Phone: Email:

Registry: FAO:

Address: Phone: Email:

One Registry

Registrar Service Team

Kalvebod Brygge 24, DK-1560 Copenhagen

+45 44453011

registrars@oneregistry.co

1. **Third-Party Beneficiaries**. The parties expressly agree that ICANN is an intended third-party beneficiary of this RRA. Otherwise, this RRA shall not be construed to create any obligation by either party to any non-party to this RRA, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this RRA to the contrary, it is not an intended third-party beneficiary of the Registry Agreement. Nothing in this RRA entitles Registrar to enforce any agreement between Registry and ICANN.
2. **Relationship of the Parties**. The Parties are independent contractors and nothing in this RRA shall be construed as creating a partnership, joint venture, employee or agency relationship between the Parties.
3. **Counterparts**. All executed copies of this RRA are duplicate originals, equally admissible as evidence. This RRA 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.
4. **Choice of Law.** This RRA shall be governed by Danish law and the courts of Denmark shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this RRA as of the Effective Date.

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| --- | --- | --- | --- |
| **Registry** |  | **Registrar** |  |
| Name: |   | Name: |   |
| Title: |   | Title: |   |
| Signature: |   | Signature: |   |
| Date: |   | Date: |   |

# Exhibit A – Registration Fees

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| **Registry Pricing** |
| Registration Fees | Please see individual pricing here: <https://get.one/prices/> |
| Password | Separately distributed via email |