

# Registry-Registrar Agreement .FRL

## Version Control

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### REGISTRY-REGISTRAR AGREEMENT

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## Parties

This Registry-Registrar Agreement (hereinafter: the “Agreement”) has been entered into by and between:

1. **FRLregistry BV**, a **Private** company duly incorporated and validly existing under the laws of **The Netherlands**, with its principal place of business at **Willemskade 3, Leeuwarden, The Netherlands**, hereby duly represented by **J.H. de Jong** in its capacity of **CEO** of the company;

hereinafter referred to as “**Registry**”;

and

2. [**name to be completed**], a [**company type to be completed**] company duly incorporated and validly existing under the laws of [**country to be completed**], with its principal place of business at [**address to be completed**], hereby duly represented by [**name to be completed**] in its capacity of [**capacity to be completed**] of the company;

hereinafter referred to as “**Registrar**”;

hereinafter jointly referred to as “**Parties**” or, individually, as “**Party**”.

## Considerations

WHEREAS, the Registry has entered into an agreement with ICANN in order to become the Registry of the generic top-level domain (gTLD) .frl;

WHEREAS, in accordance with ICANN Policies (as defined hereinafter), domain name registrations in both aforementioned gTLDs can only be made through companies or organisations that have executed ICANN’s 2013 version of the Registrar Accreditation Agreement, including updates thereof and/or modifications or amendments thereto;

WHEREAS, Registrar has entered into such Registrar Accreditation Agreement and would like to provide Domain Name Registration Services (as defined hereinafter) to its customers – including, as the case may be, through its reseller network –for and within one or both aforementioned gTLDs;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

## Agreement

### Article 1. Definitions

In this Agreement, the following capitalized terms are defined as follows:

<b>Agreement</b>	means this Registry-Registrar Agreement,
<b>Applicant Guidebook</b>	means the document made available at <a href="http://newgtlds.icann.org/en/applicants/agb">http://newgtlds.icann.org/en/applicants/agb</a> , including any updates thereof and/or modifications or amendments thereto;
<b>Application</b>	means a request to register a particular Domain Name prior to General Availability for a particular TLD, submitted through the Shared Registry System by Registrar,
<b>Customer</b>	means any party requesting the Registrar to render Domain Name Registration Services in a TLD;
<b>Domain Name</b>	means a name at the second level in a TLD;
<b>Domain Name Registration</b>	means a Domain Name about which the Registry has stored and maintains data in the Shared Registry System;
<b>Domain Name Registration Services</b>	means the services described in Article 2.2 of this Agreement;
<b>General Availability</b>	means the phase following the timeframe indicated in the Launch Program;
<b>Launch Program</b>	means the process preceding General Availability, as described in each respective Annex, containing the timeframes, processes, procedures, and requirements that apply for Domain Name Registrations in each respective TLD, including the respective TLD Policies;
<b>Minimum Deposit Amount</b>	means the funds the Registrar must have on deposit with the Registry for the rendering of Domain Name Registration Services in one or more TLDs;
<b>Registration Fee</b>	means the applicable fee charged by the Registry to the Accredited Registrar for a particular transaction regarding a Domain Name;

<b>Registrant</b>	means the person or entity in whose name a Domain Name is registered;
<b>Registry Agreement</b>	means the agreement entered into by and between the Registry and ICANN in relation to the management of a particular TLD;
<b>Registry Web Site</b>	means the web pages available under <b>(to be completed)</b> , including any web sites created by the Registry relating to a particular TLD;
<b>Shared Registry System</b>	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names;
<b>TLD</b>	means a top-level domain referred to in an Annex to this Agreement, managed by the Registry in accordance with the applicable TLD Policies, as also referred to in such Annex;
<b>TLD Policies</b>	means the applicable terms and conditions for the registration of a Domain Name in a particular TLD, including the annexes and any and all interpretative guidelines published by the Registry in relation thereto, as may be amended from time to time;
<b>Trademarks</b>	means the trademarks referred to in the TLD Policies attached hereto;
<b>UDRP</b>	means the Uniform Dispute Resolution Policy, as adopted by ICANN and as described in <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a> ;
<b>URS</b>	means the Uniform Rapid Suspension system, referred to in Specification 7 of the Registry Agreement;
<b>WHOIS Service</b>	means the service, made available by the Registry, by which certain information relating to active Domain Names registered in a particular TLD can be consulted.

## Article 2. Object of this Agreement

2.1. Registry grants to Registrar, who accepts:

- the non-exclusive right to render the Domain Name Registration Services to its Customers in accordance with the applicable TLD Policies; and
- for such purposes: the right to have access to and a limited right to use the Shared Registry System and the WHOIS Service in the rendering of Domain Name Registration Services; and
- the right to use related services that may be made available from time to time by the Registry;

all of this under the terms and conditions set out below.

2.2. The Domain Name Registration Services that shall be offered by the Registrar hereunder, as the case may be in each of the respective TLDs, shall comprise the following:

- the submission of one or more requests with the Registry for the registration of a Domain Name in a particular TLD operated by the Registry;
- the management, renewal, cancellation, and transfer of registered Domain Names for their Customers;
- and any other transactions or services that may be made available from time to time by Registry;

all as further detailed in this Agreement and the respective TLD Policies.

### **Article 3. Accreditation**

- 3.1. As from the execution of this Agreement, following successful completion of the technical tests referred to in Article 3.2 below and following the receipt by the Registry of the Minimum Deposit Amount, the Registrar may refer to itself as an “Accredited Registrar” of the Registry in connection with the offering and rendering of the Domain Name Registration Services for the TLD .FRL.
- 3.2. At some point after the execution of this Agreement, the Registrar shall be provided with the opportunity to perform a number of technical tests, details whereof shall be provided to the Registrar at least five (5) days before such tests take place.
- 3.3. Registrar acknowledges and accepts that the accreditation obtained hereunder shall at all times be non-exclusive, and that the Registry shall be entitled to accredit other individuals, organizations or companies for the offering and rendering of Domain Name Registration Services and related services.
- 3.4. As from the date on which Registrar receives its accreditation and for the Term of this Agreement, Registry shall be entitled to refer to Registrar as being one of its accredited registrars, and publish Registrar’s contact details and web site URL on the Registry Web Site and display such

information in accordance with the classification made available thereunder, unless requested otherwise by Registrar.

#### Article 4. General Rights and Obligations of the Registry

- 4.1. The Registry shall be responsible for the organisation, administration and management of the TLDs. It shall perform these tasks in accordance with this Agreement and the applicable TLD Policies.
- 4.2. The Registry shall render in particular the following services:
  - 4.2.1. receive data from Registrar concerning Domain Name Registrations and name servers through the Shared Registry System;
  - 4.2.2. maintain, in accordance with the TLD Policies, the registration of Domain Names registered by Registrar in the Shared Registry System during the term for which the relevant fees have been paid to the Registry;
  - 4.2.3. operate the TLD zone servers and provide status information to Registrar in relation thereto;
  - 4.2.4. disseminate zone files and TLD zone-file data of the TLD(s); and
  - 4.2.5. disseminate contact and other information concerning Domain Name registrations in the TLD(s).
- 4.3. The Registry shall accept applications and/or requests for the registration of Domain Names made by Registrar on a “first-come first-served” basis in response to electronic requests submitted with the Registry via the Shared Registry System, unless as defined and described otherwise in the TLD Policies and/or Launch Program for a particular TLD.

More in particular, Registry shall not accept applications and/or requests for the registration of a Domain Name that are excluded under the TLD Policies, and in particular Domain Names that are contained on the list of Registry Reserved Names (as defined in the respective TLD Policies).
- 4.4. The Registry shall make available on the Registry Web Site, and in particular the section reserved for accredited registrars, any applicable fees charged by the Registry to the Registrar for receiving an Application for the registration of a Domain Name, the validation, registration, renewal, reactivation, transfer of and/or other transactions relating to Domain Names, including fees payable in the context of rights protection mechanisms organized for and within each of the TLDs.
- 4.5. The Registry shall provide the Registrar throughout the term of this Agreement reasonable telephone and e-mail support for dealing with engineering and operational issues encountered by the Registrar when using the Shared Registry System, and the WHOIS Service. Such support shall be available between the hours of 9:00 to 17:00 CET on business days in the Netherlands at the telephone numbers and email addresses communicated from time to time by the Registry to the Registrar. The Registry shall not be obliged to render any support to Registrar’s Customers or prospective customers.

**Article 5. Specific Rights and Obligations in the context of the Rights Protection Mechanisms in the respective TLDs**

- 5.1. The Registry is entitled to put in place processes and procedures in order to avoid infringements of intellectual property rights in the TLDs. In the context of these rights protection mechanisms, the Registry shall render the following services:
- 5.1.1. receive data from Registrar concerning applications for Domain Names through the Shared Registry System; and
  - 5.1.2. store, in accordance with the relevant TLD Policies, these applications for Domain Names submitted by Registrar in the Shared Registry System.

Any data, communications and information received from the Registrar in the context of these rights protection mechanisms may be used by the Registry in the context of these processes, and exchanged with third parties engaged by the Registry in order to assist in and manage these processes as the Registry deems appropriate.

- 5.2. In order to ensure a stable registry operation, the Registry shall be entitled to amend and/or adjust any of the TLD Policies and processes as necessary prior to the commencement of and during the operation of the relevant rights protection mechanisms put in place by the Registry.
- 5.3. The Registrar will support its Customers in the context of the rights protection mechanisms put in place by the Registry, as described in detail in the TLD Policies.

**Article 6. General Rights and Obligations of Registrar**

- 6.1. Throughout the Term of this Agreement, Registrar shall:
- 6.1.1. publicise and market the TLD(s) in accordance with the marketing guidelines that may be issued to Registrar from time to time;
  - 6.1.2. be solely responsible for providing Customer support; to this end, Registrar shall employ and make available sufficient staff resources that have received sufficient training and experience in order to (i) interface with automated and manual elements of the respective TLD registration processes, (ii) respond to and resolve technical problems, and (iii) provide customer support, including (but not limited to) Domain Name record support, technical and billing support, and rendering the Domain Name Registration Services;
  - 6.1.3. publish on its web site the most current and applicable versions of the TLD Policies, the prices charged by the Registrar to its Customers for registering Domain Names, as well as renewing, transferring, and reactivating Domain Names;



- 6.1.4. inform its Registrant(s) of all information the Registrar has received from Registry that influences or may influence its or their contractual relationship with Registry, and more in particular of a possible suspension or cancellation of (a) registered Domain Name(s).
- 6.2. When registering or renewing a Domain Name, Registrar must guarantee that its Customer:
  - 6.2.1. has accepted the TLD Policies prior to the submission of a request to register a Domain Name with the Registry, and Registrar shall maintain at any time during the term of this Agreement a Registration Agreement, in hardcopy or electronic form, with any Domain Name Applicant or Registrant whose application(s) for the registration of a Domain Name, request(s) for the registration of a Domain Name and/or registered Domain Names have been received, processed and/or registered by the Registrar;
  - 6.2.2. submit and keep available to the Registry accurate and up-to-date information as referred to in the respective TLD Policies;
  - 6.2.3. has represented and warranted that the Domain Name applied for or Domain Name Registration made has been made and will continue to be in good faith, for a lawful purpose and that such Domain Name does not infringe the rights of any third party;
  - 6.2.4. shall participate in good faith in any proceedings described in the applicable TLD Policies, and more in particular the respective Launch Program(s) commenced by or against a Registrant or third party who has submitted an Application in the context of such Launch Program;
  - 6.2.5. is not using the Domain Name for defamatory purposes, contrary to public order or morality or unlawful under applicable laws and regulations.
- 6.3. Registrar shall be entitled to apply for or register one or more Domain Names in its own name, on its own behalf and for its own use; any Domain Name so registered by the Registrar can only be transferred to a third party as part of a general transfer of a assets of Registrar's business, and cannot be registered by or on behalf of Registrar for warehousing, stockpiling, or – in general – reselling purposes to Customers or third parties.
- 6.4. When rendering the Domain Name Registration Services and registering a Domain Name for its own use, Registrar shall act in good faith, in accordance with fair commercial and business practices. Registrar shall not engage in or knowingly or willingly participate to, directly or indirectly, for its own account or for the account of one or more Customers, practices that can be considered domain name warehousing. For the avoidance of doubt, Parties agree that *inter alia* the following practices shall be considered warehousing

for the purposes of this Agreement: applying for and/or registering Domain Names in the name of the Registrar and/or assist its Customers in applying for and/or registering Domain Names solely for the purpose of selling, trading, leasing, renting or otherwise allow a third party to use such Domain Name for compensation, including making unsolicited offers for selling, trading, leasing, renting, or otherwise transferring such Domain Name for compensation.

Any non-compliance with this Article 6.4 shall be considered a material breach of this Agreement, and the Registry shall be entitled to withdraw the registration of any Domain Name it believes to be registered for warehousing purposes, without the Registrar (including, as the case may be, its Customers) being entitled to any compensation or damages incurred as a result thereof.

6.5. Registrar shall require each Registrant to:

- 6.5.1. acknowledge and accept that the Registry may make use of such Registrant's Personal Data, which use includes the processing, copying, publishing, modifying and making available through the WHOIS Service, of any such data, and authorize its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, all this for the sole purposes of allowing the Registrar to render the Domain Name Registration Services hereunder in accordance with ICANN's policies;
- 6.5.2. adhere to (i) the rights protection mechanisms, procedures and processes set out in the respective TLD Policies and (ii) Domain Name Dispute resolution proceedings under the URS and the UDRP concerning registered Domain Names, where applicable;
- 6.5.3. update or correct any information held with the Registry during the registration term of a Domain Name Registration; more in particular, Registrant must maintain throughout the registration term of a Domain Name Registration a working e-mail address with the Registry with the Registrar;
- 6.5.4. accept that the Registry shall be entitled to reject a request for Domain Name Registration or suspend, revoke, or delete a Domain Name Registration, at the discretion of the Registry:
  - if and when the Registry does not hold complete and accurate information as described in the respective TLD Policies, or is not in compliance with any other provision of such TLD Policies; or
  - to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of one or more TLDs; or

- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or
- following the outcome of a Sunrise Reconsideration Proceeding (as defined in the respective TLD Policies).

6.6. Registrar represents and warrants that:

- 6.6.1. it has the technical competences required to successfully execute the different types of commands on the Shared Registry System;
- 6.6.2. the Customer in whose name an application for the registration of a Domain Name is filed has accepted the TLD Policies prior to the submission of an application and/or the request for the registration of a Domain Name with the Registry;
- 6.6.3. the terms and conditions of its Registration Agreement (including any update thereof and/or amendments made thereto) shall be consistent with and not contrary to any provision contained in the TLD Policies and/or this Agreement;
- 6.6.4. its Registration Agreement shall contain the obligation in the name of its Customer 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 made hereunder, the registration of a Domain Name and/or the use of a Domain Name; such obligation to indemnify, defend and hold harmless the Registry shall survive the termination of this Agreement.

6.7. Registrar agrees that transfers of Domain Names from and to a Customer shall be effectuated in accordance with the guidelines issues by the Registry from time to time.

#### **Article 7. Specific Rights and Obligations of Registrar in the context of the Sunrise Period**

7.1. Registrar make available to its customers all the applicable and current TLD Policies, as well as the prices charged by the Registrar for (i) submitting Application for the registration of a Domain Names, and (ii) registering

Domain Names, and (iii) initiating and conducting domain name dispute resolution proceedings.

- 7.2. When submitting a Application for the registration of a Domain Name, Registrar represents and warrants that the Domain Name Applicant in whose name and on whose behalf the Application for the registration of a Domain Name is submitted:
- has accepted the TLD Policies prior to the submission of the Application for the registration of a Domain Name;
  - is entitled to apply for the registration of the Domain Name concerned, as determined by the applicable rights protection mechanisms.
- 7.3. In the context of the rights protection mechanisms organized by the Registry for each of the particular TLDs under its management, Registrar shall be entitled to apply for a Domain Name and, when requested, file documentary evidence and provide any other relevant information in its own name and for its own account and in the name and on behalf of its Customers in accordance with the TLD Policies, upon payment of the applicable fees.
- 7.4. Any documentary evidence, communications or any other information to be submitted by the Registrar to or exchanged with the Registry or any third party appointed by the latter in the context of the rights protection mechanisms put in place by the Registry for a particular TLD shall be submitted electronically in accordance with the procedures mentioned in this Article, and shall be in the English language, unless stated otherwise by or on behalf of the Registry.
- 7.5. With respect to any set of documentary evidence submitted, Registrar expressly and unconditionally represents and warrants that:
- (i) it is acting in its own name and on its own behalf or is legally entitled to act in the name and on behalf of his Customers and has received from its Customers to this end a valid authorization for filing documentary evidence and/or exchanging information in their name and on their behalf, a copy whereof shall be produced to the Registry at the latter's simple request;
  - (ii) to its knowledge, the documentary evidence and/or information submitted by the Registrar are true and genuine copies of the original documents, are complete, accurate, up to date and not fraudulent, and drawn up in accordance with this Agreement.

Registrar acknowledges and agrees that any non-compliance with the above requirement may cause an application for the registration of a Domain Name in relation with which the non-compliant evidence has been submitted, to be rejected by the Registry and/or a Domain Name registration effectuated on the basis of such information and/or evidence to be revoked by the Registry. Registrar shall comply with requests made by the Registry and/or any third party acting on behalf of the Registry in this respect.

- 7.6. The Registrar shall keep available to the Registry any official documents supporting an application or request for the registration of a Domain Names made in the context of the rights protection mechanisms put in place by the Registry for a particular TLD, and more in particular the claims made therein as regards intellectual property rights made by and/or on behalf of its Customer(s). Registrar shall make such documents available to the Registry upon its first and simple written request.
- 7.8. In general, Registrar shall be the first and sole point of contact for any information request made by the Registry for every application or request for the registration of a Domain Name filed by the Registrar, and this throughout the Term of this Agreement.

#### **Article 8. Shared Registry System**

- 8.1. The Registry hereby grants Registrar a personal, non-transferable, non-sub-licensable and non-exclusive right to use the Shared Registry System, and the WHOIS Service for rendering the Domain Name Registration Services and related services to its Customers.
- 8.2. Registrar shall connect to the Shared Registry System using (i) the IP addresses notified by the Registrar to the Registry from time to time, and (ii) the SSL certificate authentication methods (handshake) notified by the Registry to the Registrar from time to time. Parties shall exclusively use the EPP protocol for any transactions to do with the domain name registration life cycle for each particular TLD.
- 8.3. The Registry shall have the right to temporarily suspend or restrict the Registrar's access to the Shared Registry System, in whole or in part, with or without prior notice to the Registrar, in case such suspension is necessary in order to ensure and/or improve the stability of the Shared Registry System and/or the operation or functioning of the TLD(s), without the Registrar being entitled to any damages as a result thereof.
- 8.4. Technical details regarding the operation of the Shared Registry System and the WHOIS Service are contained in Annex (to be completed) hereto, which contain sufficient technical and operational specifications and requirements to enable Registrar to connect to the Shared Registry System. The Registry shall provide the Registrar with updates thereof as soon as they become available.

#### **Article 9. Trademark License**

- 9.1. Following receipt of the Minimum Deposit Amount, the Registry grants to the Registrar a revocable, royalty-free, non-exclusive, non-sub-licensable right to use the Trademarks relating to each of the TLDs in which the Registrar shall render Domain Name Registration Services, to be used by the Registrar solely in connection therewith. Any such use must be in conformity with the Registry's marketing guidelines, which may be made available and amended by the Registry from time to time.

Registrar shall immediately cease the use of the Trademarks (including any other identical or confusingly similar sign) upon (i) termination of this Agreement, or (ii) following receipt of a notification by the Registry in accordance with Article 16.8 hereof.

- 9.2. Unless requested otherwise in accordance Article 3.4 hereof, Registrar hereby authorises the Registry to publish Registrar’s name, trademarks, logos and contact information on the Registry Web Site.

#### Article 10. Confidentiality

- 10.1. Each Party undertakes and agrees to keep secret and confidential all Confidential Information received from the other Party and not reveal, such Confidential Information to any person except such responsible employees, contractors, sub-contractors and agents of such Party as may be necessary for the purposes of the rendering of the Services. Each Party must ensure that its employees, contractors and agents comply with the confidentiality obligations contained in this Article and acknowledges that it is fully liable for any breach by its employees, contractors or agents of the obligations contained in this Article.
- 10.2. Each Party ensures that it shall treat the Confidential Information of the other Party in the same manner and with the same degree of care as it treats its own confidential information of a similar character.
- 10.3. Each Party shall immediately notify the other Party upon learning of any unauthorised use or disclosure of any Confidential Information of the other Party. In particular, Registrar shall immediately notify Registry if and when Registrar’s systems have been compromised by way of an unauthorized access and/or use thereof.
- 10.4. The obligations defined in this Article shall not apply if disclosure is required by law or by a legally binding order of any court or government body or authority (but only to the extent of such Confidential Information which is required to be disclosed by such law or order).
- 10.5. Information shall not be considered Confidential Information to the extent that such information: (i) is or becomes part of the public domain, generally known or available to the public other than as a result of an unauthorised disclosure by the Party having received this Confidential Information from the other Party; (ii) is Confidential Information which the receiving Party was legally entitled to know (as shown by appropriate records) prior to the date of disclosure by the Party disclosing Confidential Information; (iii) is lawfully obtained from a third party who is legally entitled to possess and provide the information to the Party having received this Confidential Information; or (iv) is shown through documentation to have been independently developed by one Party without reference to any Confidential Information of the other.

**Article 11. Intellectual Property**

- 11.1. Registrar expressly acknowledges and accepts that Registry and its licensors hold any and all Intellectual Property Rights regarding the Shared Registry System, the WHOIS Service and any and all data contained therein.
- 11.2. Registry grants to Registrar a limited, non-exclusive license to use the Shared Registry System in the rendering of Domain Name Registration Services.

**Article 12. Limitation of Liability; Disclaimer; Indemnification**

- 12.1. To the extent allowed under mandatory law, the Registry shall only be liable where the Registry's gross negligence or willful misconduct is proven. In no event shall the Registry be held liable for any special, indirect, consequential, punitive, exemplary or incidental damages or loss of profits or business interruption, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name on the basis of the applicable rights protection mechanisms and processes.

To the extent allowed under mandatory law, the Registry's liability for damages shall in any case be limited to the fees charged by the Registry to the Registrar in relation to the Domain Name transaction concerned.

- 12.2. REGISTRAR EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT THE SHARED REGISTRY SYSTEM, AND ANY AND ALL OTHER MATERIALS AND SOFTWARE PROVIDED BY OR ON BEHALF OF THE REGISTRY (INCLUDING DOCUMENTATION AND MANUALS) ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT ANY WARRANTY OF ANY KIND. THE REGISTRY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REGISTRY DOES NOT WARRANT THAT ANY SOFTWARE PROVIDED TO REGISTRAR HEREUNDER WILL (i) CONTAIN ANY AND ALL FUNCTIONS WILL MEET THE REGISTRAR'S REQUIREMENTS, (ii) INTERFACE WITH THE REGISTRAR'S EXISTING OR FUTURE SYSTEMS, (iii) ALLOW THE REGISTRAR TO ACHIEVE THE ENVISAGED RESULTS OR EFFECTS, OR (iv) OPERATE ERROR-FREE OR UNINTERRUPTED, AND THAT ANY SUCH ERRORS WILL BE CORRECTED OR INTERRUPTIONS REPAIRED.
- 12.3. Registrar shall indemnify and hold harmless the Registry, its directors, officers, employees, agents and officials from and against any and all losses, liabilities, damages and expenses (including reasonable attorney's fees and expenses as incurred) which it or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, for or by

reason of acts, whether of omission or commission, that may be committed or suffered by Registrar or any of its directors, officers, employees, agents and officials in connection with Registrar’s performance of this Agreement. The provisions of this Article and Registrar’s obligations hereunder shall survive any termination or rescission of this Agreement.

- 12.4. For the purposes of this Article, the term “Registry” also refers to its subcontractors and agents, and each of their respective directors, agents and employees.

### Article 13. Insurance

- 13.1. Registrar shall procure and maintain throughout the term of this Agreement in full force and effect, at its own expense and without limiting its liabilities under this Agreement, a comprehensive contractual and professional liability insurance in relation to its responsibilities in this Agreement with a reputable insurance company with good standing and rating.
- 13.2. Registrar shall provide the Registry with a certificate from the applicable insurance company certifying the above upon execution of this Agreement, and at any point in time upon Registry’s reasonable request.

### Article 14. Fees

- 14.1. Registrar shall make an advance payment to the Registry of at least EUR 10,000 (“the Minimum Deposit Amount”), excluding bank and/or transfer fees, as a condition precedent for the entry into force of this Agreement.

Registrar expressly acknowledges and accepts that any fees due to the Registry, such as, but not limited to, fees for (i) submitting an Application for the registration of a Domain Name (including the fees due to third parties, where applicable, such as additional fees to be paid to a third party, as defined in the TLD Policies and/or Launch Program), (ii) initiating disputes in relation to decisions taken by the Registry in the context of the applicable rights protection mechanisms and processes, and (iii) registration, renewing and/or transferring of Domain Names, shall be immediately deducted by the Registry from the advance payment(s) made by the Registrar hereunder.

No interest will accrue for the benefit of the Registrar on any advance payments (including the Minimum Deposit Amount) made in the framework of this Agreement.

- 14.2. As the case may be, the Registry shall be entitled to charge Registrar to “Variable Registry-Level Fees” due by the Registrar to ICANN or a party appointed by ICANN, as set out in the Registry Agreement.
- 14.3. Registry will issue invoices for all fees due by Registrar to the Registry on a monthly basis for services rendered by the Registry during the preceding month. All fees due are payable upon receipt of the Registry’s invoice, and any such payments made will be used to replenish the Minimum Deposit



Amount. In case the Minimum Deposit Amount is depleted to zero, Registrar's right to render Domain Name Registration Services will be suspended until the Minimum Deposit Amount is replenished.

Any amount that is thirty (30) days or more overdue will accrue interest at a rate of one (1) percent per month.

- 14.3. Only the Registrar shall be responsible for monitoring the status of its Minimum Deposit Amount; the Registry shall have no obligation to inform the Registrar at any time in case the advance payments made hereunder are insufficient in order to maintain the right to render the Domain Name Registration Services.
- 14.4. The Registry reserves the right to modify at any time any fees mentioned in this Agreement; such modification will only become effective after 30 (thirty) days' written notice by email of such modification to the Registrar. Any such revisions or modifications will also be published on the Registry Web Site, and in particular the section thereof that is reserved for accredited registrars.
- 14.5. Unless provided for otherwise in the TLD Policies, the Registrar and/or its Customers shall not be entitled to any refund of fees due to the Registry in respect of a Domain Name Registration Service rendered by the Registrar and/or services rendered by the Registry in the context of this Agreement.

#### **Article 15. Term and Termination**

- 15.1. This Agreement shall enter into force on the date on the Effective Date and shall, unless earlier terminated in accordance with the provisions of this Agreement, expire on the last day of the calendar month which is twelve (12) months after the Effective Date. The Term of this Agreement shall be automatically renewed for additional one year periods unless either Party provides to the other a termination notice in writing at least thirty (30) days prior to the expiry of the initial or renewed Term.
- 15.2. The Registry shall be entitled to terminate this Agreement at any time, without the intervention of a Court being required and without the Registry being entitled to any damages or compensation, by giving the Registrar a thirty (30) days' written notice, upon occurrence of one of the following events:
  - 15.2.1. the expiry without renewal or termination, for whatever reason, of the Registrar Accreditation Agreement;
  - 15.2.2. in case of a material breach of this Agreement by the Registrar that has not been cured within the above notice period or, alternatively, before the date mentioned in such notice; shall more in particular be considered a material breach: Registrar's unsubstantiated refusal to assist a third party registrar and/or the Registry in relation to a transfer or trade of a Domain Name; warehousing of Domain Names (i.e. directly or indirectly registering and/or holding multiple Domain Names in the Registrar's own name and/or for the

Registrar’s own account, in view of selling, offering for sale, or otherwise subtract commercial gain from such Domain Names); being involved in, directly or indirectly assisting a third party and/or inciting a third party in cybersquatting, malicious conduct, phishing, abusive behavior in relation to domain names in any of the TLDs managed by the Registry; non-payment of any amounts due to the Registry for a consecutive period of more than three (3) months.

- 15.3. Any Party shall be entitled to terminate this Agreement with immediate effect in the event the other Party files a petition for insolvency, bankruptcy, dissolution, composition, concordance, reorganisation or winding-up, is declared insolvent or bankrupt, is dissolved, proposes to assign, assigns or is ordered to assign all or part of its property for the benefit of creditors or otherwise, or in case such Party seeks the appointment of a trustee in bankruptcy, receiver or liquidator of all or part of such Party’s business or assets has been appointed.
- 15.4. **Effect of termination.** Upon termination of this Agreement:
- 15.4.1. the Registry shall be authorised to take any action it deems appropriate in order to maintain the stability of each of the TLDs and the interests of Registrants for whom the Registrar renders Domain Name Registration Services at the time of termination of this Agreement;
- 15.4.2. Registrar shall cease (i) all use of the Shared Registry Systems, including the Registry’s Trademarks, and (ii) to present itself as “accredited registrar” of the Registry;
- 15.4.3. Registrar shall immediately transfer to one or more other registrar(s) that has (have) received an accreditation from the Registry the Domain Names it has registered in a particular TLD in accordance with the instructions provided by the Registry;
- 15.4.4. Registry shall only effectuate the registrations, renewals, and/or transfers of Domain Names registered by the Registrar in as far as such Registrar’s Minimum Deposit Amount contains sufficient funds for effectuating such transactions, unless agreed upon otherwise between the Parties in writing;
- 15.4.5. Registrar shall be entitled to request the reimbursement of any possible residual part of the Minimum Deposit Amount upon completion of the transactions mentioned in the above paragraphs 15.4.3 and 15.4.4, notwithstanding the Registry’s rights under this Agreement and, in the event this Agreement is terminated as a result of a material breach of the Registrar, to withhold any sums for damages actually incurred by the Registry as a direct or indirect result therefrom;
- 15.4.6. any Party shall return to the other Party any Confidential Information disclosed in the framework of this Agreement.
- 15.5. **Survival.** The following provisions shall survive the termination of this Agreement: Articles 1, 10, 12, and 17.

**Article 16. Miscellaneous**

- 16.1. **Headings.** The headings of the articles and paragraphs of this Agreement are for convenience only and in no way limit or affect the terms and conditions of this Agreement.
- 16.2. **Entire Agreement between Parties.** This Agreement sets forth and constitutes the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, promises, proposals or undertakings, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed to create any obligation by either Party to any non-party to this Agreement, including any Customer and/or Registrant.
- 16.3. **Amendments.** Unless expressly provided for otherwise herein, this Agreement or any provision hereof may not be released, discharged, amended, modified or supplemented in any manner except by an instrument in writing, making specific reference to this Agreement, and signed duly by authorised representatives of both Parties.
- 16.4. **Assignment.** Unless expressly provided for otherwise herein, neither Party may assign any right or obligation hereunder without the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 16.5. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect.
- 16.6. **Waiver.** No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by the Party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Agreement. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.
- 16.7. **Relationship of the Parties.** Parties are independent contractors under this Agreement, and nothing in this Agreement creates a partnership, joint venture, employee, or agency relationship between the Parties for any purpose. Neither Party has any express or implied authorisation to incur, or attempt to incur, on the other Party any obligation, or to bind or commit, or attempt to bind or commit, in any other manner the other Party for any purpose. Registrar will be and remain fully responsible for its products, services, and all other arrangements with its Customers, including providing warranties, maintenance and support. In no way will a Party be

liable to the other Party, its directors, employees, agents or third parties for any losses, injuries, damages or the like occasioned by the latter Party's own activities in connection with this Agreement, except as expressly provided herein.

- 16.8. **Notices.** All notices to be given under this Agreement shall be given in writing at the address of the appropriate Party as set forth below, unless that Party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server.

For notices to be sent to the Registry, they must be addressed to:

\_\_\_\_\_ (name to be completed)

For the attention of: \_\_\_\_\_

\_\_\_\_\_ (address)

\_\_\_\_\_ (address)

\_\_\_\_\_ (country)

\_\_\_\_\_ (email)

\_\_\_\_\_ (fax)

For notices to be sent to the Registrar, they must be addressed to:

\_\_\_\_\_ (name to be completed)

For the attention of: \_\_\_\_\_

\_\_\_\_\_ (address)

\_\_\_\_\_ (address)

\_\_\_\_\_ (country)

\_\_\_\_\_ (email)

\_\_\_\_\_ (fax)

- 16.9. **Compliance with Law.** Either Party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other Party to be in violation thereof in the execution of this Agreement.

16.10. **Language.** All communications, notices, designations and specifications made under this Agreement shall be in the English language.

**Article 17. Applicable Law and Jurisdiction**

17.1. **Applicable Law.** This Agreement shall be governed by the laws of the Netherlands, without regard to the principles of conflict of laws, and with the same force and effect as if fully executed and to be performed therein.

17.2. **Good Faith Negotiations.** Parties shall attempt to in good faith to resolve any Dispute through senior level negotiations.

17.3. **Binding Arbitration.** Each Dispute shall, upon the filing of a Request for Arbitration by one of the Parties, be referred to and determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce (ICC). The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Leeuwarden, the Netherlands and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any Party’s right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Leeuwarden, the Netherlands.

IN WITNESS WHEREOF, each of the Parties have caused their authorised representatives to execute this Agreement in duplicate originals on the respective dates entered below.

	for <b>Registry:</b>			for <b>Registrar:</b>
	_____			_____
	J.H. de Jong (Print or Type Name)			_____ (Print or Type Name)
	Chief Executive Officer (Title)			_____ (Title)

Registry – Registrar Agreement

.FRL

	_____			_____
	(Date)			(Date)