**STARTING DOT Registry-Registrar Agreement**

**PARTIES**

 This REGISTRY-REGISTRAR AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_\_\_\_\_\_is made and entered into by and between:

 **Starting Dot Limited**, a company organized under the laws of Ireland, with its principal place of business located at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland, and with company number 531408 ("Starting Dot"),

AND

 **\_\_\_\_\_\_\_\_** ("Registrar").

 Starting Dot and Registrar may be referred to individually as a "Party" and collectively as the "Parties." This agreement assumes any signatory is duly authorized under ICANN’s 2013 Registrar Accreditation procedures and will remain accredited for the duration of this agreement.

**Considerations**

 1. Starting Dot has entered into several Registry Agreements with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD name servers, and render other registry services for Starting Dot’s top-level domains;

 2. It is Starting Dot’s objective that multiple registrars will be able to provide Internet domain name registration services within Starting Dot’s top-level domains;

 3. Registrar wishes to act as a registrar for Starting Dot’s top-level domains.

 NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Starting Dot and Registrar, intending to be legally bound, hereby agree as follows:

**1. DEFINITIONS**

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

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

 1.3. "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.

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

1.5. "Effective Date" shall be the date first set forth on the first page of this Agreement. In the absence of such date on the first page of this Agreement, the effective date shall be the date determined by the signature of the Registrar.

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

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

1.8. "Personal Data" refers to data about any identified or identifiable natural person.

1.9. "Redemption Grace Period" refers to time period when the Registered Name is deleted but restorable.

1.10. "Registered Name" refers to a domain name within the domain of the Registry TLD, consisting of two levels (e.g. <johnsmith.archi>) about which Starting Dot 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).

1.11. "Registered Name Holder" means the holder of a Registered Name.

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

1.13. "Registry Agreement" means the Registry Agreement between Starting Dot and ICANN for the operation of the Registry TLD, as amended from time to time.

1.14. "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.

1.15. "Registry Policies" means the Registry TLD Domain Name Policies found on the Registry’s website for each TLD, as approved by ICANN and applicable to all Registrars and Registrants.

1.16. "Registry Services" are: (a) those services that are both (i) operations of the Registry TLDs 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 Agreement; 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 Starting Dot 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.

1.17."Registry TLDs" means Starting Dot’s TLDs.

1.18. “Registry TLD” means one of Starting Dot’s TLDs.

1.19. The "Registry System" means the system operated by Starting Dot in providing Registry Services for the Registry TLD, including but not limited to the API’s and the Software.

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

1.21. "Term" means the term of this Agreement, as set forth in Subsection 9.1.

1.22. A "TLD" means a top-level domain of the Domain Name System.

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 STARTING DOT**

2.1. **Access to Registry System**. Throughout the Term of this Agreement, Starting Dot shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry’s TLDs to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between Starting Dot and ICANN.

2.2. **Maintenance of Registrations Sponsored by Registrar**. Subject to the provisions of this Agreement, ICANN requirements, and Starting Dot requirements authorized by ICANN, Starting Dot shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. **Provision of Tool Kit. License**. No later than seven (7) business days before Sunrise notification, Starting Dot shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, Starting Dot 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 Starting Dot in and to the EPP, APIs, 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 TLDs only and for no other purpose.

2.4. **Changes to the Registry System**. Starting Dot may from time to time replace or make modifications to the Registry System, in whole or in part, or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. Starting Dot 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.

2.5. **Engineering and Customer Service Support**.

2.5.1. **Engineering Support.** Starting Dot 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, Starting Dot shall provide:

 2.5.2.1. Reasonable telephone and e-mail customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation; and

 2.5.2.2. Registrar with a telephone number and email address for support provided in clause 2.5.2.1 during implementation of the Protocol, APIs and Software. First-level telephone support will be available on regular business hours in the country where the Registrar has its headquarters.

2.6. **Handling of Personal Data**. Starting Dot shall notify Registrar of the purposes for which Personal Data submitted to Starting Dot 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. Starting Dot shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Starting Dot shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Starting Dot 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.

2.7. **Service Level Agreement**. Starting Dot shall issue credits to Registrar as described in Specification 10 to the Registry Agreement, which appendix is hereby incorporated by reference in Exhibit A to this Agreement, as amended from time to time.

2.8. **ICANN Requirements**. Starting Dot’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.

2.9. **Zone Files.** Stating Dot will provide Registrar access to zone files of the Registry TLDs through the Centralized Zone Data System (CZDS) protocols developed and maintained by ICANN. Registrar is responsible for obtaining access to and maintaining.

2.10. **Non-Solicitation**. During the term of this Agreement, Starting Dot will not, either directly or indirectly, solicit, divert, or attempt to solicit or divert, for himself or on behalf of any other party, any businesses or companies appointed as resellers of the Registrar.

**3. OBLIGATIONS OF REGISTRAR**

3.1. **Accredited Registrar**.

3.1.1. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLDs under the terms and conditions of the 2013 ICANN Registrar Accreditation, and any subsequent requirements imposed by ICANN.

3.1.2. The Registrar agrees to be accredited as a registrar for the Registry’s TLD namely ”.ARCHI” and any other TLD for which Starting Dot has been granted the authority to operate by a competent authority (the “New Registry TLD”). In the latter case, Starting Dot shall obtain the Registrar’s acceptance first. Hence, Starting Dot shall send a notice to the Registrar within fifteen (15) days following the awarding of the New Registry TLD (the “Proposal”). The Registrar shall then answer to Starting Dot’s proposal within thirty (30) days following the receipt of the Proposal. The acceptance of Starting Dot’s proposal by the Registrar shall amend this Agreement, and so create new Exhibits to this Agreement dedicated to the New Registry TLD.

3.2. **Registrar Responsibility for Customer Support.** Registrar shall:

3.2.1. provide support to accept orders for registration, cancellation, modification, renewal, redemption, deletion or transfer of Registered Names,

3.2.2. provide customer service (including domain name record support) and billing and technical support to Registered Name Holders, and

3.2.3. facilitate Starting Dot communication with Registered Name Holder (e.g., for request(s) for additional information regarding compliance requirements or monitoring) as Starting Dot desires for performance of Registry Services or other services, in complying with Registry Policies or in complying with law enforcement or a court order.

3.3. **Registrar's Registration Agreement**.

3.3.1. 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.

3.3.2. Registrar shall:

3.3.2.1. include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Starting Dot under this Agreement;

3.3.2.2. before the completion of the initial registration of the Registered Name by the Registered Name Holder, the Registered Name Holder must check a checkbox followed by the sentence: “*By registering this domain name, you certify that the registrant of this domain is an individual professional architect (or an architecture firm) registered as a member of a national architects association authorized by the registry operator, or an architecture-related organization authorized by the registry operator.*” When the Registered Name Holder has not check this checkbox, he will be block from registration.

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 Starting Dot 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.

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:

3.5.1. ICANN standards, policies, procedures, and practices for which Starting Dot has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Starting Dot in a non-arbitrary manner and applicable to all registrars, including affiliates of Starting Dot, and consistent with ICANN's standards, policies, procedures, and practices and Starting Dot’s Registry Agreement with ICANN. Additional or revised Starting Dot operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days prior written notice by Starting Dot 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.

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

3.6.1. consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Starting Dot and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

3.6.2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension (“URS”), or any other dispute resolution mechanism imposed by ICANN and/or organized by Starting Dot;

3.6.3. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name, including Personal Data associated therewith;

3.6.4. agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Starting Dot has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (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; and

3.6.5. acknowledge and agree that Starting Dot 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 Starting Dot, 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 Starting Dot or any Registrar in connection with a domain name registration. Starting Dot also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.7. **Data Submission Requirements**.

3.7.1. 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. Registrar hereby grants Starting Dot 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 Starting Dot’ operation of the Registry TLD.

3.7.2. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Starting Dot in a timely manner.

3.7.3. Registrar represents and warrants that it has, prior to or at the latest upon registration of a domain name in the Registry TLD:

 3.7.3.1. provided each Registered Name Holder with the Registry Policies, including but not limited to the article 3.3.2.2. requirements and the TLDs Domain Name Policies as included on the Registry’s website and approved by ICANN;

 3.7.3.2. has informed each Registered Name Holder of its continued obligation to act in accordance with applicable laws and regulations and to maintain adequate contact information with Registrar at all times; and

 3.7.3.3. has properly identified each Registered Name Holder in accordance with the processes and procedures imposed by ICANN.

3.7.4. **Proxy Registration.** Registrar shall accept anonymous registration, proxy registrations or registrations by proxy of a Registered Name, subject to compliance with the Registrar’s Obligation set down in section 3 of this Agreement, and more specifically section 3.2.3 and 3.5 of this Agreement. The absence of compliance of the Registrar shall be seen as a material breach to this Agreement.

3.8. **Security**.

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

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Each EPP session shall be authenticated and encrypted by secure socket layer ("SSL") protocol. 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 Starting Dot 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.

3.8.3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Starting Dot 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 Starting Dot. 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.

3.9. **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 Starting Dot in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Starting Dot 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 Starting Dot.

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.

3.11. **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”). Where the sponsorship of a Registered Name is transferred from Registrar to another registrar, or from another registrar to Registrar, the receiving registrar shall pay a Renewal Registration Fee at the time of the transfer. 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.

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.

3.13. **Uniform Rapid Suspension Provisions.**The Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed.  The Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD)

**4. FEES**

4.1. **Amount of Starting Dot Fees**.

4.1.1. Registrar agrees to pay Starting Dot the fees set forth in Exhibit B for the “.ARCHI” Registry TLD, for services provided by Starting Dot to Registrar. In case of acceptance by the Registrar for New Registry TLDs, as set forth in section 3.1.2 of this Agreement, the Registrar agrees to pay Starting Dot the fees set forth in the Exhibit of this Agreement created for the New Registry TLD for services provided by Starting Dot to Registrar (collectively, "Fees").

4.1.2. Starting Dot reserves the right to revise the Fees from time to time, provided that Starting Dot shall provide at least six (6) months notice to Registrar prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship. Each fee revision should not exceed an increase of ten (10) percent.

4.2. **Payment of Starting Dot Fees**. Starting Dot shall provide monthly invoice statements in Euros to the Registrar. Registrar agrees to pay Starting Dot the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 7.2(b) of the Registry Agreement by no later than fifteen (15) days after the date of an invoice from Registry Operator. Registrar shall be able to pay the monthly invoice sent by the Registry in US Dollars corresponding to the USD/EUR market exchange rate at the date of payment of the said invoice.

4.3. **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 Starting Dot) 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 Registration Fees. All payments due to Starting Dot 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, Starting Dot 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.

4.4. **Non-Payment of Fees**. In the event the Registrar fails to pay an invoice within thirty (30) days of its receipt thereof, Starting Dot 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 pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.

**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. For the avoidance of doubt, the information provided by Registrar to Starting Dot in connection with a Registered Name, including Personal Data associated with such Registered Name, shall not be considered Confidential Information in connection with this Section 5.

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 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.

5.2. **Intellectual Property.**

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently 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.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, 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.

5.2.3.Starting Dot grants to Registrar a non-exclusive, non-sublicensable, non-royalty bearing license during the Term to display Starting Dot and the Registry TLD Brand Features as provided to Registrar by Starting Dot solely for the purpose of fulfilling Registrar’s obligations set out in this Agreement. This license will be immediately voidable by Starting Dot in case of material breach of 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 Starting Dot under this Section, will indemnify, defend and hold harmless Starting Dot 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. Starting Dot shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Starting Dot shall provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Starting Dot for Starting Dot’ 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 Starting Dot’ 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 Starting Dot in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. **Representation and Warranty**. Both Parties represent and warrant that each Party:

6.2.1. is a corporation duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation;

6.2.2. has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

6.2.3. has duly authorized each Party for the execution, performance and delivery of this Agreement;

6.2.4. is, and will continue to be accredited by ICANN or its successor; and

6.2.5. no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by the other Party in order for it to enter into and perform its obligations under this Agreement.

6.3. **Limitation of Liability**. EXCEPT FOR A BREACH OF SECTION 5, 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. EXCEPT FOR A BREACH OF SECTION 5 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 6, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF Starting Dot AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO Starting Dot UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEEDING 12 MONTH PERIOD, OR (ii) EUR 100,000.

6.4. **Disclaimer of Warranties**. THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY Starting Dot HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. Starting Dot 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. Starting Dot DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, Starting Dot DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.5. **Reservation of Rights**. Starting Dot 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 Starting Dot, 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 Starting Dot or any Registrar in connection with a domain name registration. Starting Dot also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

**7. INSURANCE**

7.1. **Insurance Requirements**. Registrar shall:

7.1.1.acquire, on or before the Effective Date, at least EUR 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;

7.1.2. maintain insurance meeting these requirements throughout the Term of this Agreement; and

7.1.3. provide a certificate of insurance to Registry Operator, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry Operator’s reasonable request. Such insurance shall entitle Starting Dot to seek compensation under such policy on behalf of Starting Dot 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.

**8. DISPUTE RESOLUTION**

8.1. **Dispute Resolution**.

8.1.1. All Disputes arising out 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 (The “Rules”) of the International Court of Arbitration of the International Chamber of Commerce ("ICC").

8.1.2. The arbitral referee procedure of the ICC in accordance with its Rules for a pre-arbitral referee procedure shall not apply in any arbitration proceedings arising out in connection with this Agreement.

8.1.3. The arbitral tribunal shall be composed of three arbitrators. Each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the ICC shall choose the third arbitration.

8.1.4. The arbitration shall be conducted in the English language and occur in Dublin, Ireland.

8.1.5. 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 courts in the Republic of Ireland, which shall not be a waiver of this arbitration agreement.

8.1.6. 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.

8.1.7. Any litigation brought to enforce an arbitration award shall be brought in the courts in the Republic of Ireland; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

8.2. **Alternative Jurisdiction**. Insofar and to the extent the decision by the arbitrators appointed in accordance with Section 8.1 would, for whatever reason, not be recognized or enforceable upon a Party, which needs to be substantiated by such Party to the Party within five (5) calendar days following the initiation of the proceedings set out above, the Parties shall submit their dispute to the jurisdiction of the Republic of Ireland, which shall then have exclusive jurisdiction.

**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 three (3) 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 revisions to Starting Dot’ approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement 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 Starting Dot. In the event that Starting Dot does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

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

9.2.1. **Termination For Cause.** In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within 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 Agreement as of the date specified in such notice of termination.

9.2.2. **Termination Without Cause by Registrar.** Registrar may terminate this Agreement at any time by giving Starting Dot thirty (30) days notice of termination.

9.2.3. **Termination Upon Loss of Registrar's Accreditation**. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal, and this at the time such termination takes effect.

 9.2.4. **Termination in the Event of Termination of Registry Agreement**. This Agreement shall terminate in the event that Starting Dot’ Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 10.1.1.

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. Registrar acknowledges and accepts, however, that Registrar shall not be entitled to terminate this Agreement if and when ICANN has assigned this Agreement pursuant to Subsection 10.1.1 hereof, unless provided otherwise by ICANN.

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

9.3.1. Starting Dot 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 Starting Dot for Fees are current and timely.

9.3.2. Registrar shall immediately transfer its sponsorship of Registered 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, Starting Dot 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 owing to Starting Dot 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, 10.1, 10.3, 10.4, 10.6, 10.7 and 10.8 and (ii) 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 Emergency Back-End Operator or Successor Registry Operator**. In the event the Starting Dot’ Registry Agreement is terminated or expires without entry by Starting Dot and ICANN of a subsequent registry agreement, Starting Dot’s rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent Starting Dot assumes the duties of Starting Dot under this Agreement.

10.1.2. **Assignment in Connection with Assignment of Agreement with ICANN**. In the event that Starting Dot’s Registry Agreement with ICANN for the Registry TLD is assigned, Starting Dot’s rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Starting Dot under this Agreement. In the event that Registrar's 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, 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 under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by regular mail or express delivery service, by e-mail or by facsimile during business hours) to the address or facsimile number set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

1/ If to the Registrar:

Address: \_\_\_\_\_\_\_\_\_\_

 Attention: \_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_

 Email address: \_\_\_\_\_\_\_\_

2/ If to Starting Dot:

Starting Dot Limited, Sixth Floor, Grand Canal Square, Dublin 2, Ireland

Attention: Registrar Relations

Phone: +353 (0)1 254-8968

Email: registrar@startingdot.com

10.3. **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.

10.4. **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), acts of God, 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.

10.5. **Amendments**. Except for section 3.1.2. and Section 4.1.2 of this Agreement, any revisions or modifications to this Agreement shall be effective thirty (30) days after the date of receipt of such revisions or modifications by the Registrar and such amendments shall be binding unless executed in writing by both parties.

10.6. **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.

10.7. **Entire Agreement**. This Agreement (including its 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.

10.8. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

10.9. **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 Effective Date.

**Starting Dot Ltd.**   **\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Mr. Godefroy Jordan Name:

Title: Director Title:

Date: Date:

**EXHIBIT A - SERVICE LEVEL AGREEMENT**

**OVERVIEW**

Starting Dot strives to provide a world-class level of service to its customers. This Service Level Agreement provides metrics and remedies to measure performance of the Registry and to provide accredited and licensed Registrars with credits for certain substandard performance by the Registry under the parties' Registrar License and Agreement.

**DEFINITIONS**

1. Monthly Timeframe shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).
2. Planned Outage shall mean the periodic pre-announced occurrences when the SRS will be taken out of service for maintenance or care. By definition, this does not include Planned Outages or Extended Planned Outages.
3. Shared Registration System ("SRS") Availability shall mean when the SRS is operational. By definition, this does not include Planned Outages or Extended Planned Outages.

**Registry Service Availability**

The availability of the service and key system components (SRS, WHOIS, Name servers) must be compliant with the figures and terms included in the Registry Agreement between Starting Dot and ICANN dated [date of RA].

Problem prioritization and immediate corrections will be conducted as follows:

Problems reported to or identified by Registry will be prioritized as follows during the 1st level support:

|  |  |
| --- | --- |
| **Priority** | **Definition** |
| 1 | TLD is completely unavailable |
| 2 | SRS, WHOIS, or both are completely unavailable |
| 3 | SRS, WHOIS, are unavailable for 1 or some Registrars |
| 4 | Non-vital part of the system (Archive, Backup, Test System) is not available |

Services will be provided in such a way that 90% of problems will be reported and followed up within the call-back target frequency, according to the problem priority:

|  |  |
| --- | --- |
| **Problem Priority** | **Call-back target frequency** |
| 1 | 10 minutes |
| 2 | 30 minutes |
| 3 | Within 1 hour |
| 4 | Initial call within 2 hours to give estimated completion, then by termination |

Registry will use their best endeavors to correct the problems, according to the problem priority and problem resolution indicators table as follows:

|  |  |  |
| --- | --- | --- |
| **Problem Priority** | **Resolution Time Target: 90% solved** | **Resolution Time Target: 100% solved** |
| 1 | 10 minutes | 20 minutes |
| 2 | 2 hour | 4 hours |
| 3 | 4 hours | 8 hours |
| 4 | 8 hours | 2 day |

**Registry Service Performance**

The performance of the Registry Services has to be compliant with requirements defined in the Registry Agreement between Starting Dot and ICANN dated [RA date].

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance specification** | **SRS** | **Nameserver** | **WHOIS** |
| Service Availability | 100% per calendar month | 100% per calendar month | 100% per calendar month |
| Processing Time; Add, Modify and Delete | ≤ 4000 ms, for at least 90% of the commands (monthly basis) | ≤ 4000 ms, for at least 90% of the commands (monthly basis) | ≤ 4000 ms, for at least 95% of the queries (monthly basis) |
| Processing time; Whois | n.a. | n.a. | ≤ 2000 ms, for at least 95% of the queries (monthly basis) |
| Processing Time: Nameserver Resolution | n.a. | 1500 ms, for at least 95% of the queries (monthly basis) | n.a. |
| Update Frequency | n.a. | ≤ 60 min, for at least 95% of the probes (monthly basis) | ≤ 0 min, for at least 95% of the probes (monthly basis) |
| Planned Outage; Duration (maximum) | 8 hrs/month | 0 min downtime | 8 hrs/month |
| Planned Outage; Timeframe | 00:00-23:00 UTC Saturday | none | 00:00-23:00 UTC Saturday |
| Planned Outage; Notification | 30 days | none | 30 days |
| WHOIS update interval, maximum | n.a. | n.a. | ≤ 0 min, for at least 95% of the probes  (monthly basis) |
| WHOIS service planned outage, maximum | n.a | n.a | 8 hrs/month (inc. SRS) |
| Whois planned outage timeframe | n.a | n.a | 00:00-23:00 UTC Saturday |
| WHOIS planned outage notification, minimum | n.a | n.a | 7 days |

SLA descriptions:

DNS (Nameserver)

|  |  |
| --- | --- |
| **Parameter** | **Self-certification (monthly basis)** |
| DNS service availability | 0 min downtime = 100 % availability |
| DNS name server availability | ≤ 432 min of downtime (≈99%) |
| TCP DNS resolution RTT | ≤ 1500 ms, for at least 95 % of the queries |
| UDP DNS resolution RTT | ≤ 500 ms, for at least 95 % of the queries |
| DNS update time | ≤ 60 ms, for at least 95 % of the queries |

WHOIS

|  |  |
| --- | --- |
| **Parameter** | **Self-certification (monthly basis)** |
| RDDS availability | ≤ 864 min of downtime (≈98%) |
| RDDS query RTT | ≤ 2000 ms, for at least 95% of the queries |
| RDDS update time | ≤ 60 min, for at least 95% of the probes |

EPP

|  |  |
| --- | --- |
| **Parameter** | **Self-certification (monthly basis)** |
| EPP service availability | ≤ 864 min downtime (≈98%) |
| EPP session-command RTT | ≤ 4000 ms, for at least 90% of the commands |
| EPP query-command RTT | ≤ 2000 ms, for at least 90% of the commands |
| EPP transform-command RTT | ≤ 4000 ms, for at least 90% of the commands |

**EXHIBIT B - REGISTRY FEES FOR “.ARCHI” TLD**

**1. Registration Fee.**

1.1. Domain-Name Initial and Renewal Registration Fees: EUR 36 (thirty-six Euros) per year (excl.VAT).

1.2. Fees for Sunrise and Landrush: EUR 156 (one hundred fifty six Euros) for two (2) years (excl.VAT), inclusive of non-refundable application validation fee for each submitted application of EUR 68 (sixty eight Euros) (excl.VAT).

1.2. Bulk Transfers. For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay Starting Dot EUR 0 for transfer of 50,000 names or fewer or EUR 50,000 to be advised for transfers of more than 50,000 names.

1.3. Fees for Transfers in accordance with Section 3.11 of this Agreement: EUR 44 (forty four Euros) (excl. VAT) per transferred Domain Name.

1.4. Restore Fee. Registrar shall pay Starting Dot a fee (the “Restore Fee”) per Registered Name restored during the Redemption Grace Period; provided that Starting Dot 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 EUR 129 (one hundred twenty-nine Euros) per Registered Name Restored.

**EXHIBIT C - .ARCHI DOMAIN NAME POLICY**

**BACKGROUND**

1. The .ARCHI gTLD (also designated as the .ARCHI domain), is a generic Top Level Domain string exclusively developed for the community of architects, and will be therefore exclusively reserved to academically qualified architects and their immediate environment (*e.g.* media and press, architectural education).
2. The purpose of this Domain Name Policy (“DNP”) is to identify and explain the mechanisms and procedures required for registering .ARCHI domain names.
3. This DNP is to be read together with the .ARCHI Registrar-Registry Agreement (the “RRA”), and words and phrases used in this document shall have the same meaning attributed to them in the RRA unless otherwise specified or the context clearly otherwise requires.
4. The Registry, which is Starting Dot Ltd, the entity administering the .ARCHI domain, shall modify this document from time to time, in order to comply with applicable laws and terms and/or any conditions set forth by ICANN. Any revisions or modifications to this DNP shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry’s website and such amendments shall be binding upon the domain name registrant.
5. **USE OF THE .ARCHI DOMAIN**
	1. **ELIGIBILITY REQUIREMENT**
		1. In order to register a .ARCHI domain, the Registrant must meet at least one of the following criteria:
* being an individual professional architect or an architecture firm registered as a member of a Union Internationale des Architectes (“UIA”) Member Section (*i.e.*, ; either a Member Section or an Allied Member Section of UIA as defined in UIA Bylaw Section II.3. The current list of UIA Member Sections and Allied Member Section is available in section "What is UIA?" on UIA website at [www.uia-architectes.org](http://www.uia-architectes.org)); or
* being an architecture-related organization (such as schools, museums, professional media, etc.) listed on a dedicated list defined by the APAC (*i.e.,* Archi Policy Advisory Committee which is the supervising and regulatory body of the .ARCHI Domain) in collaboration with the UIA and the UIA Member Sections, and available on the Registry website.
	+ 1. After consultation with the APAC, the Registry reserves the right to extend the .ARCHI eligibility criteria to national architects associations that are not currently members of the UIA and are appointed by a member of the UIA.
		2. With the registration of a .ARCHI domain, each registrant explicitly agrees to the registration policies and acknowledge compliance with the registration.
1. **ACCEPTABLE AND PROHIBITED ACTIONS**
2. All Registrant (*i.e.*, the entity having registered a .ARCHI secondary level domain name, including the contact used when making the registration) must act responsibly in their use of any .ARCHI domain or website hosted on any .ARCHI domain.
3. The Registrant undertakes to register any labels (*i.e.,* individual words or characters to the left of the dot of the .ARCHI top-level domain) that are in accordance with:
* This Domain Name Policy;
* ICANN rules and regulations;
* Statutory provisions of the European Union countries or the statutory provisions of his place of residence or its place of incorporation.
1. The Registrant undertakes not register any labels that:
* Violate ethical or criminal law principles (included, but not limited to, abusive, illegal, violent, racist, obscene, ethnically offensive, harmful to minor, offensive terms, terms that violate morality and public order);
* Violate the right of others;
* Are abusive, speculative or with an anti-competitive purpose; and
* Plagiarize public body or their affiliates domain names, content or services.
1. Third Level registrations of .ARCHI labels are not supported by the Registry.
2. The Registry will not tolerate a violation of this DNP in registration of a label; nor will the Registry tolerate such content on a website hosted on a .ARCHI domain.
3. The Registry reserves the right, in its sole discretion and without notice to any other party, to take appropriate actions (whether administrative, operational or otherwise) to:
* Protect the integrity and stability of the Registry;
* Comply with any applicable laws, government rules or requirements, ICANN regulations, requests of law enforcement, or any dispute resolution process;
* Avoid any liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, and employees;
* Comply with the terms of the registration agreement, the RRA, the Registry Agreement, or any other binding commitments, whether written or otherwise;
* Correct mistakes made by the Registry or any Registrar in connection with a domain name registration;
* Allow for the resolution of a dispute of any sort whether or not the dispute appears to be unmerited or unsubstantiated;
* Respond to complaints of abusive behavior on websites hosted on .ARCHI domains; or
* Otherwise implement the Acceptable Use Policy.
1. **ILLEGAL USE AND COMPLIANCE**
2. The Registry shall identify an infringement to this DNP by any means, including without limitation, a private complaint, public alert, government or enforcement agency outreach, ICANN notification, and on-going monitoring by the Registry or its partners.
3. At its discretion, the Registry or its designee, through an automated system or otherwise, shall review any website hosted on a .ARCHI domain, for the purpose of identifying an infringement of this Domain Name Policy .
4. Conduct in violation of this DNP includes, but is not limited to phishing, domain name or domain theft, botnet command and control, distribution of malware, fast flux attacks/ hosting, hacking, pharming, spam, piracy, counterfeiting, and child pornography, cybersquatting, front-running, gripe sites, deceptive and ⁄or offensive domain names, fake renewal notices, crossgTLD registration scam, name spinning, pay-per-click, traffic diversion, false affiliation, domain kiting ⁄ tasting, fast-flux, 419 scams or if the domain name is being used in a manner that appears to threaten the stability, integrity or security of the Registry, or any of its Registrar partners and ⁄or that may put the safety and security of any registrant or user at risk.
5. All complaint should be addressed to: abuse.archi@startingdot.com
6. In case of failure to comply with clause 1.2. and 1.3. of this DNP, the Registry (or its designees) reserves the right, at its own discretion, to:
* Alert any relevant Registrar about any identified threats and shall work with them to resolve such issues;
* Utilize such other methods in compliance with applicable laws and ICANN policies, as it deems appropriate;
* Bring the offending sites into compliance using any of the methods described in this Domain Name Policy, or others whether or not described in this Domain Name Policy;
* Stop registrations of labels;
* Remove the registered labels; and
* Revoke a domain name.
1. **INTERNATIONALIZED DOMAIN NAMES (IDNs)**
	1. The Registry offers IDN labels in compliance with RFCs 5890, 5891, 5892, 5893 and their successors as referred to in the ICANN IDN Guidelines located at *http://www.icann.org/en/resources/idn/implementation-guidelines*. The ICANN IDN Guidelines may be amended, modified, or superseded from time to time.
	2. The Registry will publish and keep updated its IDN tables and IDN registration rules in the IANA repository of IDN practices as specified in the ICANN IDN guidelines.
2. **RESERVED NAMES**
	1. The Registry shall reserve (*i.e.* withhold from registration or allocate to itself), restrict, or block certain domain names from registration (“Reserved List”).
	2. The Registry shall add or remove domain names from its Reserved List at any time.
	3. This Reserved List of domain names shall generally consists of:
* Names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry’s strategic partners;
* Names reserved for specific groups of the community including UIA Member Sections and Allied Members Sections as defined in UIA Bylaws section II.3, event and congress organizing committees, architecture prize and award committees, architecture schools and universities offering graduate degrees in architecture;
* Names Reserved following ICANN requirements such as, but not limited to, Specification 5 of the New gTLD Registry Agreement; and
* Names which are temporarily unavailable due to processing delays from Sunrise or Landrush registrations, or for other reasons.
1. .ARCHI Registry Reserved Labels Policy and the list of Registry Reserved Labels are visible on the Registry website at [www.startingdot.com/archi/reserved/](http://www.startingdot.com/archi/reserved/).
2. Activations of reserved names shall be provisioned via ICANN accredited registrars.
3. **WHOIS**
	1. The data collected by registrars during domain name registration will be published in the .ARCHI WHOIS database at <whois.domain.archi>. This information will provide the public with the ability to contact a domain name holder for any reason.
	2. In addition, the Registry will require registrars to post privacy policies that provide clear and complete notice to registrants about the type of data that will be collected and maintained by the Registry, the use of such data in operating the registry service (including display through the WHOIS service), and the registrant’s right to access and correct data maintained by the Registry Operator. Clear consent to such data collection policies is a prerequisite to the submission of a domain name registration request.
	3. The Registry will be compliant with all the security, WHOIS, and privacy requirements required by ICANN.
	4. The Registry will comply with all confidentiality and security regulations in its jurisdiction of residence. The Registry has further ensured that its suppliers will take all reasonable measures to maintain the security and privacy of information collected from the Registry.
4. **ENFORCEMENT, TERMINATION AND DELETION**
5. **ACTION THE REGISTRY MAY TAKE**
6. The DNP include enforcement procedures and processes, in addition to those procedures that have been established in accordance with Consensus Policies such as the Uniform Dispute Resolution Policy:
* Verification of entitlement of the registrant at the time of registration of a domain name, and at any other time on a random basis; and
* Ongoing verification throughout the term of the domain name registration, where necessary.
1. The Registry shall take actions, including but not limited to:
* Conduct random quarterly controls on a sample basis of .ARCHI Registrants;
* Verify whether a registrant meets the eligibility requirements and⁄or domain name restrictions on the basis of public information, such as the information displayed on the registrant’s website, as well as other sources, in particular authentication of architect’s membership in one of the UIA Member Section or inclusion in a list established by the Policy Advisory Committee in collaboration with the UIA and its Member Sections (for eligible architecture schools, professional press⁄media, museums);
* Contact the registrant and the registrar with the request to provide proof that the registrant is meeting such requirements within a reasonable timeframe when in doubt;
* Deny attempted registrations from repeat violators;
* Cancel or transfer or take ownership of any domain name, either temporarily or permanently; and
* Lock down a domain name preventing any changes to the contact and name sever information associated with the domain name.
1. The Registry shall also take preventive measures at its sole discretion, including but not limited to:
* DNSSEC deployment which reduces the opportunity for pharming and other man-in-the-middle attacks;
* Removal of orphan glue records; and
* Place upon registry lock, hold or similar status a domain name during resolution of a dispute.
1. If, following the investigation of a complaint or an ex-officio review of the registrant’s compliance with the Registry Operator’s policies, or insufficient proof is provided by the Registrant that all policy requirements have been complied with, the Registry shall be entitled to put the domain name on hold or even revoke the domain name. Registry shall notify registrar twenty-four (24) hours via an EPP poll message of the domain name being put on hold or revoked. Furthermore, the Registry shall inform the public that the domain name has been previously used contrary to its registration policies.
2. Without prejudice to further legal rights, as part of abusive rules required by ICANN for gTLD, the Registry can under certain circumstances, remove a domain name and its technical data from the name servers for the .ARCHI top-level domain, change the contact data, or delete a domain name.
3. In addition, name servers that are found to be associated with fraudulent registrations may be added to a local blacklist and any existing or new registration that uses such fraudulent NS record may be investigated.
4. Anyone can check compliance with the registration requirements by initiating an extrajudicial dispute resolution procedure (“.ARCHI Eligibility Requirements Dispute Resolution Policy – ERDRP”).
5. **POSSIBLE ACTIONS BY THE PARTIES**
6. The Registry is not bound to adjudicate any dispute between parties, and cannot, and does not, accept any responsibility for any loss or damage a domain name registrant or anyone else may suffer as a result of any action or omission by us or by anyone else under this Acceptable Use Policy.
7. Any abuse-related issues with which the Registry is unable to assist should be resolved through an appropriate dispute resolution forum. In such circumstance, the Registry shall act following provision of:
* The final determination of an internationally recognized dispute resolution body or a court of law, resolving the inter-party dispute or otherwise mandating the Registry’s action;
* Any requirement of ICANN or other recognized authority which demands action or response; or
* In the case of a wrongful transfer of a domain name, a registrant may also provide written agreement of the Registrar of record and the gaining Registrar sent by email, letter or fax that the transfer was made by mistake or procedural error or was unauthorized.
1. Anyone acting under clause 5.2 of this DNP is responsible for all costs, fees, damages and other expenses relating to any such action, including any actions the Registry is required to take.
2. **THE REGISTRY COMPLAINTS POINT OF CONTACT**
3. The Registry Complaints Point of Contact shall handle any complaints in relation to a .ARCHI domain name registration, including where the complainant alleges that a particular registrant does not meet the eligibility requirements or domain name restrictions.
4. All notice should be served by mail to the following address:

complaint.archi@startingdot.com