



Registry-Registrar Agreement

This Registry-Registrar Agreement (this "Agreement") is between Tralliance Registry Management Company, LLC, a Florida corporation, with its principal place of business located in Fort Lauderdale, Florida ("Registry"), and [Registrar's name], a [jurisdiction and type of organization], with its principal place of business located at [Registrar's location] ("Registrar").

WHEREAS, Registry has entered a TLD Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system and related services, TLD nameservers, and other equipment for the .travel top-level domain and the .travel second-level domains (collectively the ".travel TLD");

WHEREAS, multiple registrars will provide Internet domain name registration services within the .travel TLD; and

WHEREAS, Registrar wishes to act as a registrar for domain names within the .travel TLD.

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, Registry and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

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

1.2 "Authorized Registrar" means an ICANN accredited registrar, selected by the Registry to serve as a registrar for the .travel TLD.

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 within 15 days of the disclosure that it is confidential.

1.4. "Directory" means the .travel industry directory, a publicly-accessible database populated with product and service information of Registrants, controlled by Registry.

1.5 "DNS" means the Internet domain name system.

1.6 The "Effective Date" shall be the date on which this Agreement is first executed by both parties.

1.7 "EPP" means the registry-registrar protocol currently used by the Registry System.

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

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

1.10 "Registered Name" refers to a domain name within the domain of the Registry TLD about which Registry (or an entity engaged in providing Registry Services for Registry) 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 word "Registrar," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Agreement.

1.13 "Registration Agreement" means the registration agreement between the Registrar and the Registrant.

1.14 "Registrar Services" means services provided by a registrar in connection with the .travel TLD, and includes contracting with Registrants, ensuring agreement by Registrants to the Registration Agreement, collecting registration data about Registrants, and submitting registration information for entry in the Registry Database.

1.15 "Registry Operator" means that entity designated by Registry as Registry Operator.

1.16 "Registry Services" shall have the meaning set forth in the Registry Agreement

1.17. The "Registry System" means the shared registration system including the Registry Database operated by Registry Operator for Registered Names in the Registry TLD.

1.18 Term" shall have the meaning set forth in Subsection 9.1.

1.19 A "TLD" means a top-level domain of the DNS.

1.20 "UIN" means Unique Identification Number, a number issued by the Registry to an entity that is eligible to hold a .travel domain name and which must be supplied to the Registry by Registrar as part of the process of name registration.

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 REGISTRY

2.1. Access to Registry System. Throughout the Term, Registry Operator shall provide Registrar with access as a registrar to the Registry System that Registry operates according to its arrangements with ICANN, enabling Registrar to transmit domain name registration information for the Registry to the Registry System according to the EPP protocol developed and used by the Registry Operator. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry and ICANN.

2.2. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, the Registry Agreement, ICANN requirements, and Registry requirements authorized by ICANN, Registry 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. No later than five (5) business days after the Effective Date of this Agreement, Registry shall provide to Registrar full documentation of the EPP that will enable Registrar to develop its system to register second-level domain names through the Registry System, provided that if the Effective Date occurs prior to the date that Registry has made the full documentation available to .travel accredited Registrars generally "Live Available Date". Registry shall provide to Registrar a copy of the documentation no later than five (5) business days after the Live Availability Date. If Registry or Registry Operator elects to modify or upgrade the EPP, Registry Operator shall provide updated documentation for the EPP to the Registrar as soon as reasonably practicable prior to the implementation of such changes.

2.4. Subject to the terms and conditions of this Agreement, Registry, on behalf of itself and the Registry Operator, hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable world-wide limited license to use for the Term and purposes of this Agreement the Registry System, EPP, APIs and any reference client software included in the documentation referenced in Section 2.3 above, as well as any updates and redesigns thereof, for purposes of verifying domain name registration in the .travel TLD only and for no other purpose.

2.5 Handling of Personal Data. Registry shall notify Registrar of the purposes for which Personal Data submitted to Registry by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registrar shall provide all such information to holders

of Registered Names it sponsors in the .travel TLD promptly upon receipt from Registry. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

2.6 ICANN Requirements. Registry's obligations hereunder are subject to modifications from time to 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 and shall require any Registered Name Holder to comply with such requirements in accordance with implementation schedules and arrangements established by ICANN or the Registry.

2.7 General Obligations of Registry. With respect to all matters that impact the rights, obligations, or role of Registrar, Registry shall during the Term of this Agreement:

2.7.1 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and

2.7.2 ensure adequate appeal procedures for Registrar, to the extent it is adversely affected by Registry standards, policies, procedures or practices.

3. OBLIGATIONS OF REGISTRAR

3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for the .travel TLD in accordance with this Agreement and will comply with all Registry policies or specifications promulgated by Registry with respect to the .travel TLD.

3.2. 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. The initial form of Registration Agreement is attached as Exhibit C (which may contain multiple alternative forms of the Registration Agreement). Registrar may from time to time amend those forms of Registration Agreement or add alternative forms of Registration Agreement, provided a copy of the amended or alternative Registration Agreement is furnished to the Registry fourteen (14) calendar days in advance of the use of such amended Registration Agreement. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry under this Agreement. Specifically, in its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry, Registry Operator and their subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from any and all claims, demands, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, in any way arising out of, relating to, or otherwise in connection with the Registered Name

Holder's domain name registration. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

3.3. Registry as Third Party Beneficiary of Registration Agreement. Registrar shall have in its Registration Agreement with the Registrant an acknowledgement by the Registrant that the Registry is an intended third party beneficiary of the Registration Agreement

3.4 Compliance with Terms and Conditions. Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, all of the following:

3.4.1 ICANN standards, policies, procedures, and practices for which Registry or Registrar has responsibility in accordance with the Registry Agreement or other arrangement with ICANN;

3.4.2. a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name;

3.4.3. Registrar must accept and process payments for the renewal of a domain name by a Uniform Rapid Suspension complainant in cases where the Uniform Rapid Suspension complainant prevailed in its complaint;

3.4.4. The Registrar must not renew a domain name to a Uniform Rapid Suspension complainant who prevailed in their complaint for longer than one year; and

3.4.5. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry or in a manner consistent with the Registry Agreement and its Appendices, and consistent with ICANN's standards, policies, procedures, and practices. Among Registry's operational standards, policies, procedures, and practices are those set forth in Exhibit D. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Registry to Registrar. Specifically, but without any limitation implied, Registrar shall comply with the Redemption Grace Period ("RGP") policy. Fees for services provided during the RGP shall be paid and transferred as set forth in Exhibit E.

3.5. Accredited Registrar. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar.

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3.6. Registrar Responsibility for Customer Support. Registrar shall at a minimum provide (i) support to accept orders for Registered Names, including registrations, cancellations, deletions, and transfers, and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

3.7. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit to Registry the following data elements. Registrar hereby grants Registry 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 Registry's operation of the Registry TLD:

3.7.1. The Registered Name being registered;

3.7.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.7.3 The corresponding names of those nameservers;

3.7.4 Unless automatically generated by the Registry System, the identity of the Registrar;

3.7.5 Unless automatically generated by the Registry System, the expiration date of the registration;

3.6.6 The UIN;

3.7.7 The name and postal address , email address, voice telephone number and where available fax number for the Registrant.

3.7.8 The name and postal address , email address, voice telephone number and where available fax number for the Registered Name; and

3.7.9 Any other data the Registry requires be submitted to it.

3.8 Within five (5) business days after receiving any updates from the Registrant to the data elements listed in Section 3.6 for any Registered Name for which Registrar provides Registrar Services, Registrar shall submit the updated data elements to Registry.

3.9 Public Access to Data on Registered Names. During the Term of this Agreement:

3.9.1 At its expense, Registrar shall provide to the public web-based and port 43 query access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for the .travel TLD. Until Registry otherwise specifies by means of a Registry-published specification or policy, the .travel TLD Whois shall consist of the following elements:

- 3.9.2 The name of the Registered Name Holder of the Registered Name;
- 3.9.3 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- 3.9.4 The identity of Registrar (which may be provided through use of a Registrar ID);
- 3.9.5 The original creation date of the registration;
- 3.9.6 The expiration date of the registration;
- 3.9.7 The name and postal address of the Registrant;
- 3.9.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
- 3.9.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
- 3.9.10 Upon receiving any updates to the data elements listed in this Section from the Registrant, Registrar shall promptly (and in no event later than fifteen days following receipt of any updates) provide Registry with updates to its database used to provide the public access.
- 3.10 To comply with applicable statutes and regulations and for other reasons, Registry may from time to time adopt policies and specifications establishing limits (a) on the data concerning Registered Names that Registrar may make available to the public through a public-access service and (b) on the manner in which Registrar may make such data available. In the event Registry adopts any such policy, Registrar shall abide by it.
- 3.11 Data Accuracy. Registrar shall be responsible for verifying the accuracy of the data submitted to the Registry.
- 3.12. Security. 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 Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.13. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of Registry in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Registry may, in its sole discretion, temporarily suspend Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry.

3.14. 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.

3.15. Restrictions on Registered Names. In addition to complying with ICANN and Registry 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.

3.16 Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Sections 5.6 and 5.8 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, the .travel TLD.

3.17 Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registrant upon activation of the registration.

3.19 Registrar shall register Registered Names to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration. In the event that Registry adopts a specification or policy concerning procedures for handling expiration of registrations, Registrar shall abide by that specification or policy.

3.20 Registrar shall not insert or renew any Registered Name in the .travel TLD in a manner contrary to a Registry policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal.

3.21 Domain-Name Dispute Resolution. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by Registry, Registrar shall comply with the .travel TLD Charter Eligibility Dispute Resolution Policy identified on Registry's website as well as the ICANN Uniform Dispute Resolution

Policy. In addition, there will be a voluntary, non-binding and informal denial review process overseen by a Three-Member Panel of The Travel Partnership Corporation, the delegated Sponsor of .travel TLD

3.22 Registry Contact with Registrants. Registrar acknowledges Registry's right and interest in making direct contact with Registrants from time to time without notice to the Registrar, and agrees to facilitate such contacts if requested to do so by the Registry. Such contacts may include, but are not limited to, requests by the Registry to Registrants for annual confirmation of eligibility, updates, amendments, or additions to data supporting the Registrant's eligibility to hold a .travel domain name, and updates, amendments, or additions to the Registrant's Directory data.

3.23. Inform Registry. The Registrar shall inform the Registry not less than 30 days in advance of all proposed plans or programs for or with respect to the registration of .travel domain names, including, without limitation, plans to register domain names in bulk, at no cost, to support or allow name selection in advance of registration, to allow registration by proxy or agent, or use of a .travel domain name by an entity that has not been issued a UIN.

4. FEES

4.1. Amount of Registry Fees. Registrar agrees to pay Registry the fees set forth in Exhibit E for initial and renewal registrations, other Registry Services provided by Registry to Registrar, and a yearly accreditation fee (collectively, "Fees"). Registry reserves the right to revise the Fees prospectively upon thirty days notice to Registrar, provided that such adjustments are consistent with Registry's Registry Agreement with ICANN. Registrar acknowledges its additional obligation to remit fees to Registry in accordance with Registry's Registry Agreement with ICANN.

4.2. Payment of Registry Fees. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit terms accepted by Registry, which acceptance will not be unreasonably withheld. Registry will report to the Registrar monthly for the Fees incurred by Registrar during that month. All Fees are due immediately upon registration of each Registered Name and shall be drawn by the Registry pursuant to the letter of credit or other credit terms accepted by Registry.

4.3. Non-Payment of Fees. Registrar's timely payment of Fees is a material condition of Registry's obligations under this Agreement. In the event that Registrar fails to pay its Fees within five days of the date when due, Registry may do any or all of the following: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement; and (iv) pursue any other remedy under this Agreement.

4.4 On reasonable notice given by Registry to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by

an independent third-party that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

4.5 Insurance. Registrar shall maintain in force commercial general liability insurance with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the term of this Agreement.

4.6 Contact Information. Registrar shall share with Registry its contact information and marketing efforts aimed at applicants with whom Registrar has relationships who are eligible for registration in the .travel TLD.

4.7 Revocation. Registrar shall follow all instructions from Registry with respect to revoking registrations or denying applications, and shall process all returned fees to applicants in connection with such revocations or denials at no additional cost to Registry.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

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

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

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors (including sub-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 or was disclosed in the absence of a confidentiality agreement and such disclosure is or was with the Disclosing Party's prior written approval; 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 necessarily disclosed to verify compliance with the restrictions for registration within the .travel TLD or (vii) is required to be disclosed by law or an order of a court of competent jurisdiction, to the extent required by the order.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the information is received or earlier, upon written agreement of the Parties.

5.1.8. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

5.2. Intellectual Property.

5.2.1. Each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, or its suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, documentation, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

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

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry, Registry Operator and their subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from any and all claims, demands, losses, costs, expenses, causes of action or other liabilities of any kind, arising out of, relating to, or otherwise in connection with any claim, suit, action, or other proceeding brought against Registry, Registry Operator or any subsidiary, affiliate, division, shareholder, director, officer, employee, accountant, attorney, insurer, agent, predecessor, successor or assignee of Registry or Registry Operator: (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; (iii) relating to Registrar's failure to comply with its obligations, or breach of representations and warranties under this Agreement; (iv) relating to Registrar's access or use of the Registry System in a manner that is inconsistent with the terms of this Agreement; or (v) 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. Registry shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Registry will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry for Registry's actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees awarded against or otherwise incurred by Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Representation and Warranty. Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of [insert jurisdiction], (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

6.3. Limitation of Liability. EXCEPT AS SET FORTH IN SECTION 6.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT. BECAUSE

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6.4. Disclaimer of Warranties.

6.4.1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER REGISTRY OR REGISTRY OPERATOR MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. REGISTRY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE VERIFICATION INTERFACE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE VERIFICATION INTERFACE OR VERIFICATION SERVICES PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.4.2. Notwithstanding anything contained herein to the contrary, the Registry System is provided "as-is" and without any warranty of any kind.

7. DISPUTE RESOLUTION

Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in New York City, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in a court located in New York County, New York, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the

arbitration panel or a court located in New York, USA, which shall not be a waiver of this arbitration agreement.

8 TERM AND TERMINATION

8.1 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 sixty months after the Effective Date (the "Term").

8.2. Termination. This Agreement may be terminated as follows:

8.2.1. 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.

8.2.2. Termination at Option of Either Party. Either party to this Agreement may terminate this Agreement at any time by giving the other party thirty days' notice of termination.

8.2.3. 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.

8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned.

8.2.5. 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 the laws of such insolvent or bankrupt Party's jurisdiction 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.

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

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

8.3.2. Registrar shall immediately transfer its sponsorship of all Registered Names to another Authorized Registrar in compliance with any procedures established or approved by ICANN. The Authorized Registrar receiving sponsorship of the Registered Names shall be responsible for all unpaid fees, if any, provided for in this Agreement.

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

8.3.4. All Fees owing to Registry shall become immediately due and payable.

8.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections [list when agreement is final], and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.2. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Assignment to Successor Registry. In the event the Registry's Registry Agreement is terminated or expires without entry by Registry and ICANN of a subsequent registry agreement, Registry'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 registry operator assumes the duties of Registry under this Agreement.

9.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry's Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registry's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registry operator assumes the duties of Registry under this Agreement.

9.1.3. 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. Registrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Registry, which shall not be unreasonably withheld.

9.2. 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 courier or

express delivery service, by e-mail, or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If to Registry:

Tralliance Registry Management Company, LLC.
1500 Cordova Road, Suite 302
Fort Lauderdale, FL 33316
USA
Attention: Robin Segaul Lebowitz

with copy to:

Tralliance Registry Management Company, LLC.
1500 Cordova Road, Suite 302
Fort Lauderdale, FL 33316
USA
Attention: Al Detz

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

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

9.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood subsidence, weather of exceptional severity, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, 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 months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

9.6. Amendments. Except as otherwise expressly stated in this Agreement, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

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

9.8. Further Assurances. Each party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

9.9. 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.

9.10. Governing Law. This Agreement is governed by the laws of the State of Florida, USA.

9.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

By:
Name:
Title:

By:
Name:
Title:

List of Exhibits

Exhibit A: Registrar's Registration Agreement

EXHIBIT D - FEES

- Domain Name Application Fees: Registrar agrees to pay the non-refundable amounts as set forth below:
US \$ 80.00 Per Domain Name Registration Per Year
- Renewal Fees: Registrar agrees to pay the non-refundable amounts as set forth below:
US \$ 80.00 Per Domain Name Per Year
- Restoration Fees:
US \$ 6.00 Per Domain Name for the first five (5) days and
US \$ 40.00 for the remaining twenty-five (25) days. This would be in addition to the mandatory one year minimum renewal of the domain name.
- Fees for Transfers of Sponsorship of Domain-Name Registrations: Where the sponsorship of a domain name is transferred from an ICANN-Accredited Registrar to another ICANN-Accredited Registrar, other than an ICANN approved bulk transfer, Registry may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry will charge a Renewal Fee for the requested extension as provided in the renewal schedule set forth above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.
- Registry reserves the right to revise the Fees prospectively upon thirty days notice to Registrar, provided that such adjustments are consistent with Registry Operator's Registry agreement with ICANN.