

## REGISTRY\_OPERATOR Registry-Registrar Agreement

This Agreement is by and between:

**regiodot GmbH & Co. KG**, a corporation organized under the law of Germany, with its principal place of business located at Bottroper Str. 20, 45141 Essen, Germany ("REGISTRY\_OPERATOR")

- and -

, a with its principal place of business located at ("Registrar")

### WHEREAS

- A. REGISTRY\_OPERATOR has entered into a TLD Registry Agreement with ICANN to operate and offer Registry Services, Registry System, TLD name servers, and other services for the RUHR TLD;
- B. REGISTRY\_OPERATOR wishes to engage multiple registrars to provide domain name registration services within the REGISTRY\_OPERATOR Registry;
- C. Registrar wishes to act as a registrar to provide domain name registration services within the REGISTRY\_OPERATOR Registry for second-level domains in the RUHR TLD; and
- D. REGISTRY\_OPERATOR wishes to engage the Registrar to act as a registrar for the REGISTRY\_OPERATOR 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\_OPERATOR and Registrar hereby agree to the following mutual covenants:

### 1. DEFINITIONS

In this Agreement the terms beginning with capital letters shall have the following meaning:

- a) **"Agreement"** refers to this Agreement.
- b) **"Applicable Laws"** means all laws in Germany, international, federal, provincial, territorial, and local laws and regulations and other laws of applicable governmental authorities as well as decrees, orders, rulings, judgments, and decisions from competent authorities that are applicable to the parties of this Agreement.
- c) **"Applicant"** means the applicant for a Domain Name in the RUHR Registry according to REGISTRY\_OPERATOR Policies, this Agreement, and ICANN Policies.
- d) **"Business Days" or "Business Day"** means a day, other than a Saturday or Sunday or statutory holiday in the city of Essen, Germany or any other day on which banking institutions in Essen, Germany are not open for the transaction of business.
- e) **"Code of Conduct"** refers to the rules of conduct set forth in Specification 9 of the Registry Agreement.
- f) **"Confidential Information"** means any and all information, materials, data, know-how, intellectual property, trade secrets, databases, protocols, references, specifications, and any other information (of any format and in any media as it exists now or may exist in the future) which contain and/or relate to customer lists, corporate, marketing, product,

research, reference implementation and documentation, financial, statistics and functional and interface specifications, and any other information that may reasonably be expected, by its nature within the industry, to be considered confidential.

- g) **"Domain Name"** means a .RUHR secondary domain name.
- h) **"REGISTRY\_OPERATOR"** means REGISTRY\_OPERATOR, a corporation organized under the laws of Germany, with its principal place of business located at Bottroper Str. 20, D-45141 Essen.
- i) **"REGISTRY\_OPERATOR Registry"** means a shared registration system, TLD nameservers, and other services operated by REGISTRY\_OPERATOR for the provision of Registry Services in relation to the REGISTRY\_OPERATOR TLD.
- j) **"REGISTRY\_OPERATOR TLD"** means the TLD: **.RUHR**.
- k) **"Effective Date"** is the date when the Agreement is in effect and shall commence when the party has signed the Agreement (meaning the date this Agreement is signed by the last party to sign it as indicated by the date associated with that party's signature).
- l) **"Fees"** has the meaning outlined in Section 4(d)(vii) of this Agreement.
- m) **"ICANN"** means the Internet Corporation for Assigned Names and Numbers.
- n) **"ICANN Policy/ies"** means any policies (including but not limited to consensus and temporary policies), policies, rules, specifications, procedures, and/or programs specifically contemplated by the RAA, the Registry Agreements and/or otherwise mandated by ICANN now or in the future and as amended and/or revoked from time to time by ICANN at its absolute and complete discretion.
- o) **"OT+E"** means the REGISTRY\_OPERATOR operational test and evaluation system provided to Registrar.
- p) **"Personal Data"** means any information that can be used to identify a natural person's identity either directly or indirectly when combined with other personal or identifying information which is linked or likable to a specific natural person.
- q) **"RDDS"** or **"Registration Data Directory Services"** means the WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreements.
- r) **"Registrar/s"** means an ICANN accredited Registrar who is entering into this Agreement who has been successfully accredited as a registrar by REGISTRY\_OPERATOR according to REGISTRY\_OPERATOR Policies.
- s) **"Registrant/s"** means the holder of a Domain Name that is registered by and with the Registrar in the REGISTRY\_OPERATOR Registry according to REGISTRY\_OPERATOR Policies.
- t) **"Registrar Accreditation Agreement"** or **"RAA"** means the most current and in force ICANN registrar accreditation agreement as amended from time to time.
- u) **"Registration Agreement"** means the electronic or paper registration agreement that Registrar must enter into with each Registrant according to the RAA, this Agreement, Registry Policies, and ICANN Policies.
- v) **"Registration Fees"** means an amount equal to the anticipated monthly registrations, billable transactions, and any other determination, at REGISTRY\_OPERATOR's complete discretion, by a Registrar.
- w) **"Registry Agreement"** refers to the agreement between REGISTRY\_OPERATOR and ICANN for the operation of the RUHR TLD.
- x) **"Registry Policy/ies"** or **"REGISTRY\_OPERATOR Registry Policy/ies"** mean any policies, rules, and procedures including those for Domain Name dispute resolution, specifications, procedures, guidelines, programs or criteria implemented by REGISTRY\_OPERATOR, at its reasonable discretion, from time to time.
- y) **"Registry IP"** means Registry Trademarks and any other REGISTRY\_OPERATOR intellectual property which REGISTRY\_OPERATOR, at its complete discretion, provides to the Registrar, from time to time, for a limited use in accordance with this Agreement and for

the purpose as set out in Schedule A or as set by REGISTRY\_OPERATOR, at its completely discretion, from time to time.

- z) **"Registry Services"** means the services which REGISTRY\_OPERATOR is entitled to provide under the Registry Agreements with ICANN, which include: (i) the receipt of data from registrars concerning registrations of Domain Names and name servers in the REGISTRY\_OPERATOR Registry; (ii) the operation of the REGISTRY\_OPERATOR Registry database in compliance with the thick registry-registrar business model; (iii) the provision to registrars of status information relating to the zone servers for the REGISTRY\_OPERATOR TLD, (iv) the dissemination of the REGISTRY\_OPERATOR TLD zone file; (v) the operation and overseeing of the registry DNS servers used for the REGISTRY\_OPERATOR TLD; (vi) the dissemination of contact and other information concerning Domain Name server registrations in the REGISTRY\_OPERATOR TLD; and (vi) the development, implementation, maintenance, and enforcement of Registry Policies.
- aa) **"Registry System"** means the system operated by REGISTRY\_OPERATOR and/or REGISTRY\_OPERATOR providers for the operation of the REGISTRY\_OPERATOR Registry and the provision of the Registry Services in relation to each Domain Name.
- bb) **"Reseller"** means a legal person that has entered in to a written agreement with the Registrar to resell Domain Names on behalf of and/or as an agent for the Registrar.
- cc) **"Registry Trademarks"** means the trademarks as set out in Schedule A attached hereto.
- dd) **"TLD/s"** means Top-Level Domains in the Internet domain name system.
- ee) **"Term"** has the meaning outlined in Section 10 of this Agreement.
- ff) **"URS Complainant"** means the party initiating a uniform rapid suspension system complaint pursuant to the ICANN Uniform Rapid Suspension Rules and Procedures as amended from time to time and any supplemental rules of the provider administering the proceedings as amended from time to time.
- gg) **"Variable Registry-Level Fees"** has the meaning outlined in Section 6.3 of the Registry Agreement.
- hh) **"WIPO Arbitration Rules"** means the WIPO arbitration rules governing arbitration proceedings as set by the World Intellectual Property Organization. For greater certainty this shall exclude any expedited arbitration proceedings governed by WIPO Expedited Arbitration Rules.
- ii) **"WIPO Expedited Arbitration Rules"** means the rules for expedited arbitration proceedings as set by the World Intellectual Property Organization, from time to time.

## 2. REGISTRAR REQUIREMENTS FOR START OF OPERATIONS

The Registrar understands and agrees that it shall not commence submitting Domain Name applications and/or registering Domain Names in the Registry System until:

- a) all requirements, as determined by REGISTRY\_OPERATOR at its reasonable discretion, of the REGISTRY\_OPERATOR Registrar accreditation requirements are met.
- b) ICANN's Registry Agreement for the REGISTRY\_OPERATOR TLD, including delegation of the REGISTRY\_OPERATOR TLD and the launch plan have been approved and completed by ICANN and/or REGISTRY\_OPERATOR, as applicable.

## 3. OBLIGATIONS OF REGISTRY\_OPERATOR AS REGISTRY

- a) **Registry Services.** During the Term of this Agreement, REGISTRY\_OPERATOR will operate the REGISTRY\_OPERATOR Registry in accordance with the Registry Agreement and any applicable ICANN Policies.

- b) **Use of Registry System.** During the Term of this Agreement and in accordance with this Agreement and any applicable Registry Policies and ICANN Policies, Registrar may act as a REGISTRY\_OPERATOR Registrar, register, renew, transfer, suspend, and delete Domain Names in compliance with and pursuant to this Agreement and any applicable Registry Policies and ICANN Policies. Further, REGISTRY\_OPERATOR shall provide Registrar with access to the Registry System that REGISTRY\_OPERATOR operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between REGISTRY\_OPERATOR and ICANN.
- c) **Maintenance of Registrations by Registrar.** Subject to the provisions of this Agreement, ICANN Policies, and Registry Policies, REGISTRY\_OPERATOR shall maintain the Domain Names registered by the Registrar in the Registry System during the term for which Registrar has paid the applicable Fees.
- d) **Grant to Registry IP.**
- i. Subject to the terms and conditions of this Agreement, REGISTRY\_OPERATOR hereby grants to Registrar a royalty-free, fully paid-up, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide limited licence to use Registry IP.
  - ii. Registrar shall, at no time, except as granted in this Agreement, itself and/or authorize and/or permit any third party, other than as specifically set out in this Agreement, modify, alter, imitate, incorporate, adapt, copy, use, transfer, modify, sell, resell, distribute, lend, rent, trade, pledge, sub-license, assign, lease, disseminate or otherwise dispose of any of the Registry IP or any parts thereof, in text, image, hardcopy, electronic format, or such other format or on such other media as may now exist or hereafter be discovered, to any other person.
  - iii. Notwithstanding section 3(d)(i), REGISTRY\_OPERATOR grants Registrar to sublicense the licensing rights for Registry IP to its Resellers, provided such Reseller will be subject to terms and conditions substantially similar to the limited licensing grant set out in this Agreement except that the Reseller shall not be permitted to sublicense the Registry IP to any third party. For greater certainty, Registrar understands and agrees that, notwithstanding the sub-licensing rights set out herein, the Registrar shall be responsible for all and any actions and/or inactions of any of its Resellers as if those actions and/or inactions were done by the Registrar itself unless the Registrar can evidence not to have acted negligently.
  - iv. REGISTRY\_OPERATOR shall retain all right, title, copyright, and other intellectual or proprietary rights in the Registry IP. Registrar does not acquire any intellectual property or other rights in the Registry IP except as specifically granted in this Agreement.
  - v. Registrar hereby acknowledges REGISTRY\_OPERATOR's ownership of the Registry IP. Registrar agrees that in the event it and/or any of its employees, directors, officers, consultants, service providers, Resellers, and/or agents acquire, during the Term of this Agreement or thereafter, any rights in the Registry IP in Germany, the European Union, or elsewhere in the world, it will, at REGISTRY\_OPERATOR's request, assign and/or cause its employees, directors, officers, consultants, service providers, Resellers, and/or agents to assign such rights to REGISTRY\_OPERATOR or such other party as directed by REGISTRY\_OPERATOR at its complete and absolute discretion along with any

goodwill associated with such rights. Further, the Registrar and/or any of its employees, directors, officers, consultants, service providers, Resellers, and/or agents shall waive any and all moral rights the Registrar and/or its employees, directors, officers, consultants, service providers, and/or agents may have acquired in any of the Registry IP, parts thereof, and/or derivative works of the Product.

- vi. Registrar agrees to abide by any Applicable Laws, any contractual restrictions, REGISTRY\_OPERATOR restrictions, and this Agreement.
  - vii. Registrar agrees and acknowledges that REGISTRY\_OPERATOR may from time to time replace or make modifications to the Registry IP licensed hereunder. REGISTRY\_OPERATOR agrees to provide Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the Registry IP. License granted in 3 d) i. shall apply to such changed materials.
- e) **OT+E.** REGISTRY\_OPERATOR shall have an operational test and evaluation system available to Registrar so that Registrar can test and evaluate all current and proposed functions for a sufficient period of time before they are implemented in the Registry System.
- f) **Changes to the Registry System.** REGISTRY\_OPERATOR may from time to time make modifications, revisions, amendments, and/or edits to Registry System, and/or REGISTRY\_OPERATOR's operational guidelines, including any operational standards, procedures and practices. If such modifications, revisions, amendments, and/or edits are put forth by REGISTRY\_OPERATOR, REGISTRY\_OPERATOR will provide Registrar with ninety (90) days notice prior to the implementation of any material changes to the Registry System, Registry Policies, and/or REGISTRY\_OPERATOR's operational guidelines, including any operational standards, procedures and practices. Any such modifications, revisions, amendments, and/or edits shall be binding and effective upon the effective date as listed in the new version. This notice period shall not apply in the event Registry System is subject to the imminent threat of a failure or a material security threat, or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic; or (iii) data traffic not conforming to the protocols used by REGISTRY\_OPERATOR's Registry System.
- g) **Code of Conduct.** REGISTRY\_OPERATOR shall comply with the Code of Conduct as set forth in Specification 9 of the Registry Agreement, including among other things, that REGISTRY\_OPERATOR will not allow any parent, subsidiary, affiliate, subcontractor or other REGISTRY\_OPERATOR related entity to enjoy any special treatment as described in Specification 9.
- h) **ICANN Requirements.** The Registrar hereby acknowledges and agrees that REGISTRY\_OPERATOR's obligations, Registry Policies, and any other REGISTRY\_OPERATOR Registry activities are subject to potential modification at any time as a result of changes to ICANN-mandated requirements and consensus policies (the "ICANN Changes"). Therefore, the Registrar agrees to comply and be bound by any such ICANN Changes and the resulting changes in this Agreement and/or Registry Policies in accordance with the timeline defined by ICANN.

#### 4. OBLIGATIONS OF REGISTRAR

- a) **Accreditation in Force.** During the Term of this Agreement, Registrar shall at all times maintain and remain a duly accredited ICANN and REGISTRY\_OPERATOR Registrar.
- b) **Provision of Registrar Services.** During the Term of this Agreement, Registrar shall operate as a registrar for the REGISTRY\_OPERATOR TLD in accordance with:
- i. This Agreement;
  - ii. Most current RAA and any applicable ICANN Policies including, but not limited to applicable sections of Specifications 1-11 of the New gTLD Registry Agreement;
  - iii. All Registry Policies attached hereto in Schedule C;
  - iv. REGISTRY\_OPERATOR's operational guidelines, including any operational standards, procedures and practices as may be adopted by REGISTRY\_OPERATOR from time to time; and
  - v. Applicable Laws.
- c) **Registrar Responsibility for its Registrants.** Registrar shall provide:
- i. support and services to accept orders for registration, cancellation, modification, renewal, restore, deletion or transfer of Domain Names;
  - ii. customer service (including Domain Name record support) and billing and technical support to Registrants;
  - iii. consistent with ICANN policy, provide to Registrants emergency contact or 24/7 support information for critical situations such as domain name hijacking.
- d) **Domain Name Registrations and Renewals and Fees**
- i. The Registration Fees as set out in Schedule B due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of REGISTRY\_OPERATOR) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by the Registrar and shall not be considered a part of, a deduction from or an offset against such Registration Fees. All payments due to REGISTRY\_OPERATOR shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by the Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, REGISTRY\_OPERATOR receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.
  - ii. Registrar shall follow all instructions from REGISTRY\_OPERATOR with respect to denying applications or deleting Domain Name registrations during grace periods, and shall process all returned fees to applicants in connection with those denials

and deletions during grace periods at no additional cost to REGISTRY\_OPERATOR. Subject to the limits set forth in ICANN's Add Grace Period Limits Policy as amended from time to time, REGISTRY\_OPERATOR will credit the Registrar deposit account for the standard Fees associated with any required return of Fee to the Registrant associated with deletions during grace periods and/or with denial of applications. REGISTRY\_OPERATOR, however, will not reimburse the Registrar for any out-of-pocket expenses.

- iii. All invoices issued by REGISTRY\_OPERATOR shall be paid within 30 days of the date of the invoice. Any invoice paid past the due date shall be subject to a interest rate of 8 percentage points above the base lending rate 30 days after the due date and interest shall be calculated as of the date of the invoice.
- iv. In the event of any dispute concerning the time of the entry of any transaction into the Registry System, the timestamp shown in the Registry System records shall prevail.
- v. With no liability to REGISTRY\_OPERATOR whatsoever, the Registrar understands and agrees that failure by the Registrar to renew any Domain Name on behalf of a Registrant shall result in the cancellation of the Domain Name, as far as a manual renew takes place. The registry system presently uses auto renewal as a principle workflow.
- vi. Registrar shall not register or renew any Domain Name in a manner contrary to (i) any ICANN Policies; (ii) any Registry Policies; (iii) this Agreement; (iv) the RAA; and (v) Applicable Laws.
- vii. Registrar must accept and process payments for the renewal of a Domain Name by a URS Complainant in cases where the URS Complainant prevailed.
- viii. 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 relevant REGISTRY\_OPERATOR TLD).
- ix. REGISTRY\_OPERATOR reserves the right, at its complete discretion, to require pre-payments of the Registration Fees at any time. If REGISTRY\_OPERATOR requires pre-payment of Registration Fees the Registrar agrees and understands that REGISTRY\_OPERATOR had the authority to withdraw payment for Fees from the Registration Fees once a Domain Name transaction has been accepted by REGISTRY\_OPERATOR. REGISTRY\_OPERATOR will provide Registrar with a monthly statement of activity in arrears for each month's Fees drawn from the pre-paid Registration Fees.
- x. Subject to section 4(d)(xii), Registrar shall pay the Registration Fees in arrears. REGISTRY\_OPERATOR will, issue a monthly invoice in arrears to the Registrar for part or all of each month's Registration Fees ("post-payment").
- xi. Subject to section 4(d)(xi), Registrar agrees that it shall pay to REGISTRY\_OPERATOR pursuant to an invoice the relevant Domain Name transaction fees based on the transaction(s) completed and/or initiated by the

Registrar or, if applicable, accepted and/or approved by REGISTRY\_OPERATOR (the "Fees").

- xii. Subject to section 4(d)(xii), REGISTRY\_OPERATOR will invoice the Registrar once a month for the total number of Domain Name transactions which have been completed and/or initiated by the Registrar or, if applicable, accepted and/or approved by REGISTRY\_OPERATOR and REGISTRY\_OPERATOR shall provide Registrar with an invoice at the end of each month setting out the total Domain Name transactions and the total Fees.
- xiii. Registrar shall, if REGISTRY\_OPERATOR requires, at its complete discretion, provide REGISTRY\_OPERATOR a payment security comprised of a cash deposit (the "Payment Security") of which the maximum amount is twice the average of the last 3 monthly bills from REGISTRY\_OPERATOR to Registrar. The amount of the Payment Security establishes Registrar's credit limit in the REGISTRY\_OPERATOR System. Registrar agrees to modify its Payment Security upon REGISTRY\_OPERATOR's request within ten (10) Business Days.
- xiv. In order to satisfy any outstanding account balances, REGISTRY\_OPERATOR may draw upon the Registrar's Payment Security. If this occurs, Registrar agrees to replenish the Payment Security to the pre-drawn level immediately upon notice from REGISTRY\_OPERATOR. If the Registrar's Payment Security is depleted, any transactions for Domain Names for the Registrar may be suspended until the Payment Security is replenished or REGISTRY\_OPERATOR terminates the Agreement pursuant to the termination provisions in this Agreement.

Katrin Ohlmer 1/22/14 2:37 PM

**Deleted:** in an amount as determined by REGISTRY\_OPERATOR at its complete discretion

**e) Submission of Registration Data to Registry**

- i. As part of the registration process, Registrar shall submit complete data as required by the Registry Policies, RAA and ICANN Policies. It is Registrar's responsibility to ensure that all contact information provided by Registrants is filled out in the right format, complete, accurate, reliable, and is kept up-to-date, in accordance with ICANN's Policies.
- ii. Registrar hereby grants to REGISTRY\_OPERATOR a royalty-free, worldwide, fully paid-up, non-exclusive, non-transferable, non sub-licensable limited licence to use, modify, alter, copy, and publish data and information submitted to REGISTRY\_OPERATOR for the purposes of Domain Name registrations in order to permit REGISTRY\_OPERATOR to use such data for propagation of and to provide authorized access to the REGISTRY\_OPERATOR TLD zone file and as otherwise reasonably required for providing Registry Services. This clause is subject to limitations based on applicable data protection laws and ICANN requirements and policies.
- iii. Upon notice and request from REGISTRY\_OPERATOR, Registrar shall provide, within ten (10) Business Days, copies of the Registration Agreements and/or evidence of the acceptance of the Registration Agreements by any and all of the Registrants. The Registrar understands and agrees that, in certain circumstances, REGISTRY\_OPERATOR may, at its reasonable discretion, require the Registrar to provide copies of specific Registration Agreements and/or evidence of the acceptance of these specific Registration Agreements by one or more specific



Registrant immediately in order to deal with emergencies, as reasonably determined by REGISTRY\_OPERATOR.

- iv. Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Registration Agreement referred to in this section.
- v. Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any of the REGISTRY\_OPERATOR Registry System that is superior to that of any other registrar accredited for that REGISTRY\_OPERATOR TLD.
- vi. In the event of any inquiry or dispute for any reason involving a Domain Name registered by Registrar or its Resellers in the REGISTRY\_OPERATOR Registry, Registrar shall provide all reasonable assistance to REGISTRY\_OPERATOR and/or any court, arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant and competent authority considering the issue or dispute.

**f) Personal Data**

- i. Personal Data submitted to REGISTRY\_OPERATOR by Registrar under this Agreement will be collected and used by REGISTRY\_OPERATOR for the purposes of providing Registry Services as defined in ICANN's Registry Agreements (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS"). REGISTRY\_OPERATOR shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes. REGISTRY\_OPERATOR will not assign the data to any third party. When required by ICANN, however, REGISTRY\_OPERATOR may make Personal Data available to ICANN or relevant and competent authorities for inspection.
- ii. Registrar must obtain the express consent of each Registrant of the REGISTRY\_OPERATOR TLD for the collection and use and disclosure of Personal Data described in Section 4(f)(i).
- iii. REGISTRY\_OPERATOR shall take reasonable steps to protect Personal Data collected from Registrar from loss, misuse, unauthorized disclosure, alteration or destruction.

**g) Mandatory Provisions in the Registration Agreement between Registrar and Registrants**

- i. The Registrar shall enter into a written agreement or an electronic agreement which is equivalent at law to a written agreement with each of its Registrants. No such agreement shall contain any terms that are inconsistent with, or that in any way, modify, override, limit, contradict, or cancel the terms and conditions of this Agreement, Registry Policies, and ICANN Policies. To the extent that any provision of an agreement between the Registrar and a Registrant contravenes the provisions of this Section 4(g), the Registrar hereby agrees that the requirements of this Section 4(g) shall prevail and be binding on the Registrar for the benefit of the Registrant.

- ii. Registrar shall provide a copy of its registration agreement upon request for same by REGISTRY\_OPERATOR. 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\_OPERATOR under this Agreement.
- iii. Registrar must comply with and oblige the Registrants to adhere to and comply with Registry Policies adopted by REGISTRY\_OPERATOR in relation to the REGISTRY\_OPERATOR TLD. Specifically, Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the REGISTRY\_OPERATOR Registry Policies, which Registrants must accept prior to registration. Registrar shall provide such Registry Policies in English and German and ensure that the Registrant understands that the German version governs and the English version is provided for convenience only.
- iv. In the Registration Agreement, Registrar shall require the Registrant to acknowledge and agree that (i) Registrant is fully responsible for the registration and use of the registered Domain Name; and that (ii) Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless REGISTRY\_OPERATOR, REGISTRY\_OPERATOR's service providers, REGISTRY\_OPERATOR shareholders, and REGISTRY\_OPERATOR directors, officers and employees and agents from and against any claim, damages, liabilities, costs and expenses (including reasonable lawyer fees) arising out of or relating to Registrant's Domain Name registration and/or use.
- v. In addition, Registrar agrees to, and must oblige the Registrants to expressly agree that REGISTRY\_OPERATOR and REGISTRY\_OPERATOR service providers acting on behalf of REGISTRY\_OPERATOR reserve the right to change the status of the relevant Domain Name(s) during the resolution of a dispute, a compliance procedure, upon a request from a competent authority (e.g. put on hold, lock), as well as to deny, modify, cancel, suspend, or transfer any registration that it deems necessary, in its complete discretion, in order to:
  - A. protect the integrity, security, and stability of the Registry System;
  - B. comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
  - C. avoid any liability of REGISTRY\_OPERATOR, its affiliates, shareholders, subsidiaries, officers, directors, and employees;
  - D. stop or prevent any violations of any terms and conditions of this Agreement;
  - E. correct mistakes made by REGISTRY\_OPERATOR, REGISTRY\_OPERATOR service providers or any registrar in relation to a Domain Name registration; and
  - F. ensure compliance with ICANN and/or REGISTRY\_OPERATOR Registry Policies.
- vi. Registrar must oblige its Registrants to immediately correct and update the registration information for the registered name during the registration term.
- vii. Registrar must comply and must oblige its registrants to adhere and comply with all applicable ICANN Policies and Registry Policies for resolution of disputes concerning Domain Names.

- viii. Registrar shall also include in its Registration Agreement a specific provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any Applicable Laws. Registrar must also provide Registrant with a description of the consequences for such activities, including suspension of the Domain Name
- ix. Registrar is further required to inform and receive agreement from the Applicant that if the Applicant is using a proxy, privacy, and/or third-party service to register a Domain Name on behalf of the Applicant, the proxy, privacy, and/or third-party service provider is deemed to be the Registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations, and Applicable Laws are the responsibility of the Registrant.
- x. Registrar acknowledges that REGISTRY\_OPERATOR is a third party beneficiary of the Registration Agreement, entitled to enforce its rights vested by the Registration Agreement; and must include this fact in the Registration Agreement as far as compliance-, validity-, security- URS/UDRP- or misuse/abuse cases or issues are concerned. This does explicitly not apply to any kind of sales activities. The rights in these cases or issues vested in REGISTRY\_OPERATOR as beneficiary of the Registration Agreement shall survive the termination or expiration of said Registration Agreement. Further, Registrar agrees and understands that REGISTRY\_OPERATOR may in these cases or issues, at its reasonable discretion, contact any and all Registrants and/or applicants for Domain Names.
- xi. REGISTRY\_OPERATOR is entitled at any time, and from time to time, during the Term of this Agreement to verify the accuracy and completeness of any information provided by the Registrar to REGISTRY\_OPERATOR and to verify the compliance by the Registrar with the provisions of this Agreement and/or the Registry Policies. The Registrar shall fully and promptly cooperate with REGISTRY\_OPERATOR in connection with such verification. The Registrar agrees to promptly execute and deliver to REGISTRY\_OPERATOR any authorizations required to permit or facilitate REGISTRY\_OPERATOR's verifications pursuant to this Section REGISTRY\_OPERATOR and the Registrar shall each be responsible for their own expenses incurred in connection with such verification.

#### **h) Registrar's Resellers**

- i. Registrar may choose to allow its own Resellers to facilitate the registration of Domain Names and agrees to ensure its Resellers agree to, are bound by, and comply with all obligations applicable to the Reseller in this Agreement.
- ii. Notwithstanding Registrar's right to engage Resellers, Registrar understands and agrees that it will always and for each and ever of its Resellers remain fully responsible for the compliance of all obligations assumed by Registrar in this Agreement and shall, at all times, be responsible for any and all actions and/or inactions of any of its Resellers as if those actions and/or inactions were done by the Registrar itself, unless the Registrar can evidence not to have acted negligently.
- iii. Registrar shall ensure that its Resellers fully defend, indemnify and hold harmless REGISTRY\_OPERATOR, and REGISTRY\_OPERATOR members, officers, directors, agents, employees, and subcontractors for any loss, liabilities, damages, costs or

expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to any Domain Name registered by Registrant's Resellers in the REGISTRY\_OPERATOR Registry, including but not limited to disputes arising out of Reseller's non-compliance with any Registry Policies, ICANN Policies, any terms and conditions of any of the applicable obligations under this Agreement, any Applicable Laws, and/or Reseller's infringement of third-party rights, unless the Registrar can evidence not to have acted negligently.

- i) **Applications for and Registrations of Domain Names.** The Registrar acknowledges and agrees that applications for the registration of a Domain Name shall only be made by the Registrar on behalf of its customers in accordance with this Agreement and the Registry Policies and ICANN Policies.
- j) **Agent of Registrant.** Registrar understands and agrees that if a Registrant uses the proxy and/or privacy services of the Registrar, the Registrar shall be responsible and bear liability for any actions and/or inactions of that Domain Name that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations, and Applicable Laws.
- k) **Renewals, Transfers, Modifications, Deletions, and Other Transactions.** The Registrar shall submit to the REGISTRY\_OPERATOR Registry all transaction requests for Domain Names requested by Registrants for whom it is the Registrar with respect to a Domain Name.

## 5. REPRESENTATIONS AND WARRANTIES

- a) As to its legal and corporate authority, each party warrants to the other party that:
  - i. it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
  - ii. subject to Applicable Laws, it has the corporate power and the capacity to enter into, and to perform its obligations under this Agreement including, without limitation to comply with the terms and conditions of this Agreement.;
  - iii. this Agreement has been duly authorized and has been duly executed;
  - iv. neither the entering into this Agreement, nor the performance by it of any of its obligations under this Agreement does contravene, breach or result in any default under the articles, by-laws, constating documents or other organizational documents of it or under any mortgage, lease, agreement, other legally binding instrument, license, permit, and Applicable Laws; and
  - v. its activities in connection with this Agreement do not and will not constitute a default or breach (or an event which, with the passage of time or giving of notice, would constitute a default or breach) of any agreement by which it or any of its applicable personnel are bound.
- b) The Registrar hereby represents and warrants:

- i. it has disclosed and requested from its Registrants any and all consents for the disclosure, use, and collection of Personal Data by REGISTRY\_OPERATOR for the purpose as outlined in this Agreement; and
- ii. it has obtained any and all consents, grants, and rights from its Registrant to grant the license for the registrant data to REGISTRY\_OPERATOR.
- iii. Registrar shall perform all services, obligations, and responsibilities in a timely and professional manner with all due skill, competence, and diligence, by persons qualified and skilled in their occupation, in accordance with the highest of industry standards and in accordance with the terms of this Agreement and all ICANN Policies, and Registry Policies.
- iv. Registrar shall furnish any and all labour, materials, equipment, supplies, and other services that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement.
- v. Registrar shall ensure that it has all licenses, accreditations, consents, approvals, and permits necessary to perform its obligations under this Agreement, Registry Policies, ICANN Policies, statutes, laws, rules, regulations and industry standards existing in Germany and applicable jurisdictions with respect to the performance of the Registrar of its obligations under this Agreement.

## 6. CONFIDENTIALITY

- a) **Use of Confidential Information.** During the Term of this Agreement, each party (the "**Disclosing Party**") may disclose Confidential Information to the other party (the "**Receiving Party**"). The Receiving Party:
  - i. 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;
  - ii. shall use any Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever; and
  - iii. 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.
  - iv. shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
  - v. shall not prepare any derivative works based on the Confidential Information.
- b) **Exception.** Notwithstanding the foregoing, Sub-section 6(a) 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;
- ii. is or has entered the public domain through no fault of the Receiving Party;
- iii. is known by the Receiving Party prior to the time of disclosure;
- iv. is independently developed by the Receiving Party without use of the Confidential Information;
- v. is made generally available by the Disclosing Party without restriction on disclosure, or
- vi. is mandated to be disclosed by a competent government authority in accordance with Applicable Laws.

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## 7. REGISTRY\_OPERATOR RESERVATION OF RIGHTS FOR COMPLIANCE PURPOSES

- a) REGISTRY\_OPERATOR and REGISTRY\_OPERATOR service providers acting on behalf of REGISTRY\_OPERATOR reserve the right to change the status of the Domain Name during the resolution of a dispute, the investigation of an abuse, a compliance procedure, or upon a request from a competent authority (e.g. put on a hold, lock, deactivate, deregister, and/or delete), as well as to deny, modify, cancel or transfer any registration that REGISTRY\_OPERATOR deems necessary, in its sole discretion, in order to:
  - i. protect the integrity, security, and stability of the Registry System or the DNS in general;
  - ii. comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
  - iii. avoid any liability of REGISTRY\_OPERATOR, its affiliates, members, subsidiaries, officers, directors, and employees;
  - iv. stop or prevent any violations of any terms and conditions of this Agreement;
  - v. correct mistakes made by REGISTRY\_OPERATOR, REGISTRY\_OPERATOR service providers or any registrar in relation to a Domain Name registration; and
  - vi. ensure compliance with ICANN and/or REGISTRY\_OPERATOR Registry Policies.
- b) Registrar understands and agrees that REGISTRY\_OPERATOR reserves the right to require and instruct the Registrar to provide any assistance and/or information as reasonably required by REGISTRY\_OPERATOR in order to resolve a dispute, the investigation of an abuse, or upon a request from a competent authority.

## 8. INDEMNITIES AND LIMITATION OF LIABILITY AND DISCLAIMER

- a) **Indemnification.** Registrar shall indemnify, defend and hold harmless REGISTRY\_OPERATOR, REGISTRY\_OPERATOR members, REGISTRY\_OPERATOR providers, as well as REGISTRY\_OPERATOR employees, directors, officers, representatives, agents and affiliates and each of them, against any claim, suit, action, or other proceeding brought against any or all of them based on or arising from any claim or alleged claim relating to, connected with, or arising out of:

- i. a breach of this Agreement;
- ii. a breach of any Registry Policies;
- iii. a breach of any ICANN Policies;
- iv. a breach of the RAA;
- v. any claim, suit, action, or other proceeding brought against REGISTRY\_OPERATOR employees, directors, officers, representatives, agents and affiliates or each of them pursuant to, based on, and/or caused by a Reseller.
- vi. a breach of any Applicable Laws,

unless the Registrar can evidence not to have acted negligently.

REGISTRY\_OPERATOR shall have the right to participate in any defence by the Registrar of a claim, with counsel of REGISTRY\_OPERATOR's choice at REGISTRY\_OPERATOR's own expense. REGISTRY\_OPERATOR shall reasonably cooperate in the defence at the Registrar's request and expense. The Registrar must receive REGISTRY\_OPERATOR's prior written consent regarding any related settlement of a claim.

- a) **Limitation of liability.** UNLESS STATED OTHERWISE WITHIN THESE TERMS AND CONDITIONS, INCLUDING THE SUBSEQUENT STIPULATIONS, THE PARTIES SHALL BE LIABLE TO EACH OTHER IN ACCORDANCE WITH STATUTORY PROVISIONS. THE PARTIES OR ITS AGENTS OR LEGAL REPRESENTATIVES SHALL BE LIABLE TO AN UNLIMITED EXTENT FOR DAMAGES TO LIFE, BODY AND HEALTH, WHICH ARE CAUSED INTENTIONALLY OR THROUGH GROSS NEGLIGENCE. LIABILITY FOR SLIGHT NEGLIGENCE IS LIMITED TO THE EXTENT OF AN ESSENTIAL DUTY BEING BREACHED, WHICH MAKES THE PROPER EXECUTION OF THE AGREEMENT POSSIBLE AT ALL, AND THEREFORE THE OTHER PARTY COULD RELY ON THE COMPLIANCE OF THE OTHER PARTY ("CARDINAL OBLIGATIONS"), BUT ALWAYS ONLY IN THE AMOUNT OF THE FORESEEABLE DAMAGE. OTHERWISE OUR LIABILITY FOR SLIGHT NEGLIGENCE IS EXCLUDED. CONTRACTUAL LIABILITY CLAIMS SHALL EXPIRE ONE YEAR FROM THE LIMITATION PERIOD. THIS DOES NOT APPLY TO INTENT OR GROSS NEGLIGENCE OF EITHER PARTY, ITS LEGAL REPRESENTATIVES OR AGENTS AND LOSS OF LIFE, BODY AND HEALTH. IN SUCH CASES, THE STATUTORY LIMITATION PERIOD SHALL APPLY.
- b) **Disclaimer of Warranties.** REGISTRY\_OPERATOR, AND ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, AND VENDORS PROVIDE THE REGISTRY SYSTEM, APIS, EXTENSIBLE PROVISIONING PROTOCOL, AND ANY OTHER SOFTWARE, INTERFACE, AND/OR PROTOCOLS "AS-IS", "WITH ALL FAULTS", "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY\_OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY\_OPERATOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRY SYSTEM, APIS, EXTENSIBLE PROVISIONING PROTOCOL, AND ANY OTHER SOFTWARE, INTERFACE, AND/OR PROTOCOLS WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRY SYSTEM, APIS, EXTENSIBLE PROVISIONING PROTOCOL, AND ANY OTHER SOFTWARE, INTERFACE, AND/OR PROTOCOLS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRY SYSTEM, APIS, EXTENSIBLE PROVISIONING PROTOCOL, AND ANY OTHER SOFTWARE, INTERFACE, AND/OR PROTOCOLS WILL BE CORRECTED. FURTHERMORE, REGISTRY\_OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRY SYSTEM, APIS, EXTENSIBLE PROVISIONING

PROTOCOL, AND ANY OTHER SOFTWARE, INTERFACE, AND/OR PROTOCOLS OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRY SYSTEM, APIS, EXTENSIBLE PROVISIONING PROTOCOL, AND ANY OTHER SOFTWARE, INTERFACE, AND/OR PROTOCOLS PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DON'T GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR.

## 9. NOTICES

- a) Except as otherwise stated in this Agreement, any notices or other communications in connection with this Agreement shall be in writing and sent by registered mail or by email to the following addresses, unless the relevant party has given notice of a change of address or individual representation in writing:

i. **If to REGISTRY\_OPERATOR:**

**Address:**  
**regiodot GmbH & Co. KG**  
**Bottroper Str. 20, 45141 Essen, Germany**

Attention: Frau Anja Elsing / Herr Bernhard Lüders

**Email:**

ii. **If to Registrar:**

**Address:**  
[COMPLETE NAME]  
[COMPLETE ADDRESS]  
[COMPLETE ADDRESS]  
Attention: Mr./Ms. [COMPLETE]

**Email:**  
[COMPLETE]

- b) **Language.** All notices, communications, designations, and specifications made under this Agreement shall be in the English language, unless both parties agree to use another language.

## 10. TERM

Subject to the termination provisions of this Agreement, this Agreement shall commence on the Effective Date and continue for 5 years (the "Initial Term"). Upon conclusion of the Initial Term, this Agreement shall automatically renew for a further five (5) years. If either party elects not to renew this Agreement, the non-renewal party shall provide no less than 120 days notice prior to the expiry of the Initial Term.



## 11. TERMINATION

### a) Termination For Cause

- i. If either Party breaches any material term of this Agreement and such breach is not cured within ten (10) Business Days or such longer time period as the non-breaching party may grant at its discretion, 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.
- ii. Notwithstanding any other provisions in this Agreement, this Agreement shall terminate if:
  - A. Registrar loses its current accreditation as ICANN Accredited Registrar;
  - B. The relevant Registry Agreement is terminated or expires without REGISTRY\_OPERATOR entering into a subsequent Registry Agreement with ICANN;
  - C. Registrar continues acting in a manner that REGISTRY\_OPERATOR has reasonably determined endangers the stability or operational integrity of the Registry System or of the Internet; or
  - D. If proceedings are instituted by or against a party 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.

### b) Effect of Termination

- i. Upon termination of this Agreement for any reason:
  - A. REGISTRY\_OPERATOR may complete the registration, transfer or renewal of all Domain Names processed by Registrar to the date of any expiration or termination, at REGISTRY\_OPERATOR's complete discretion.
  - B. REGISTRY\_OPERATOR may disable any passwords or other security measures that permit a Registrar to establish a connection to the REGISTRY\_OPERATOR Registry;
  - C. if applicable, after deducting any amounts payable by the Registrar to REGISTRY\_OPERATOR under this Agreement, REGISTRY\_OPERATOR shall refund to the Registrar any balance of the Registration Fees and Payment Security within thirty (30) days from the date of termination or expiry of the Agreement. If REGISTRY\_OPERATOR does not hold any or sufficient Registration Fees and/or Payment Security of the Registrar, REGISTRY\_OPERATOR may invoice the Registrar for any monies outstanding to REGISTRY\_OPERATOR. Registrar shall pay the invoice within 30 days of issuance of same. Interest at the compound interest rate of 8 percentage points above base lending shall accrue from the date of the expiry of the aforementioned 30-day period.
  - D. Registrar shall immediately transfer Registrants to other ICANN-accredited registrar, in compliance with any procedures approved by ICANN.
  - E. All Confidential Information in possession of the Receiving Party shall be immediately returned to the Disclosing Party or destroyed.

- F. License to use the Registry IP shall immediately terminate.
- G. Execute such documentation as may be reasonably required by the terminating party.
- H. In case of termination attributable to the Registrar, REGISTRY\_OPERATOR reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar and Registrar, also agrees to comply with any other instructions provided by REGISTRY\_OPERATOR, including but not limited to instructions for the aforementioned transfer.
- I. the Registrar shall take all actions necessary to preserve the rights of its Registrants.
- J. The express rights of termination in this Agreement are in addition to and shall in no way limit any rights or remedies the terminating party has under this Agreement, at law, or in equity.

## 12. MISCELLANEOUS

- a) **Assignment.** Except as required by the Registry Agreement, the Registrar may not assign any of its rights and obligations under this Agreement without the prior written approval of REGISTRY\_OPERATOR, which approval will not be unreasonably withheld. Subject to the Registry Agreement and ICAN Policies, REGISTRY\_OPERATOR may assign this Agreement at its complete discretion.
- b) **Entire Agreement.** This Agreement, which includes all applicable Schedules, appendices, exhibits, and documents incorporated by reference, constitute the entire agreement between the parties concerning the subject matter hereof 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.
- c) **Parties Relationship.** Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.
- d) **Amendments.** Subject to section 3(f), REGISTRY\_OPERATOR may amend this main Agreement and Schedules from time to time; provided, however, that any material revision thereto must be approved by ICANN before any such revisions become effective and binding on Registrar. REGISTRY\_OPERATOR will provide Registrar at least thirty (30) days written notice of any revisions to this main Agreement and Schedules before any such revisions become effective and binding to Registrar.
- e) **Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
- f) **Survival.** All obligations of either party which expressly or by their nature should reasonably survive the termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination until they are satisfied or by their nature expire.
- g) **Cumulative Rights.** The rights of the parties are cumulative, and no exercise or enforcement by one party of any right or remedy hereunder shall preclude the exercise or

enforcement of any other right or remedy which such party is otherwise entitled by law or in equity to enforce unless such remedy is specified herein as an exclusive remedy.

- h) **No Waiver.** The failure of either party to exercise any right, power or option under this Agreement or to insist upon strict compliance with its terms and conditions by the other party shall not constitute a waiver of the terms and conditions of this Agreement or either party's right at any time thereafter to require strict compliance with all terms and conditions of this Agreement.

i) **Dispute Resolution**

- i. Prior to taking any other action to attempt to resolve a dispute pursuant to this section, the parties shall first attempt to resolve any dispute informally and confidentially for no more than 10 Business Days in the following way:
  - A. upon the written request of a party, each party shall appoint a designated representative whose task it will be to meet for the purpose of attempting to resolve the dispute;
  - B. the representatives shall meet as often as they feel necessary to discuss the issue and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding; and
  - C. the specific format of the discussions shall be left to the discretion of the designated representatives, but may include the preparation of agreed-upon statements of facts or written statements of position.
- ii. Either party may apply for injunctive relief at any time without attempting to resolve a dispute in accordance with the process described in section 12(i)(i).
- iii. The parties agree that no written or oral statement of position or offers of settlement made in the course of the Dispute Resolution Process described in section 12(i)(i) will be offered in to evidence for any purpose in any dispute resolution other than as the one set out in section 12(i)(i), nor will any such written or oral statement or offers of settlement be used in any other manner against a party in any such dispute resolution. Further, no such written or oral statements or offers of settlement shall constitute an admission or waiver of rights by a party in connection with any such dispute resolution.
- iv. IF THE INFORMAL DISPUTE RESOLUTION DOES NOT LEAD TO A MUTUALLY AGREEABLE SOLUTION, THE PARTIES AGREE THAT ANY DISPUTE, CONTROVERSY, AND/OR CLAIM ARISING UNDER, OUT OF, OR RELATING TO THIS AGREEMENT AND/OR THE REGISTRY POLICIES AND ANY SUBSEQUENT AMENDMENTS OF THIS AGREEMENT AND/OR THE REGISTRY POLICIES, INCLUDING, WITHOUT LIMITATION, THEIR FORMATION, VALIDITY (IN PART OF WHOLE), BINDING EFFECT, INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION, AS WELL AS ANY NON-CONTRACTUAL CLAIMS, SHALL BE FINALLY SETTLED IN ACCORDANCE WITH THE ARBITRATION RULES OF THE GERMAN INSTITUTION OF ARBITRATION (DIS) WITHOUT RECOURSE TO THE ORDINARY COURTS OF LAW. THE PLACE OF ARBITRATION IS ESSEN. THE NUMBER OF ARBITRATORS IS ONE. THE LANGUAGE OF THE ARBITRAL PROCEEDINGS IS GERMAN. THE APPLICABLE SUBSTANTIVE LAW IS GERMAN.

- v. Both parties agree to continue performing their respective obligations under this Agreement while any formal or informal Dispute Resolution Process pursuant to this section 12(i) is being resolved.
  - vi. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE.
  - j) **Language of Agreement.** REGISTRY\_OPERATOR and Registrar confirm that they wish to have this Agreement written in English only. If REGISTRY\_OPERATOR offers a German translation, the German translation is provided for convenience only and, if there is a conflict and/or a discrepancy between the English and German version of this Agreement, the English version shall always and exclusively govern.
- Jurisdiction.** This Agreement shall be governed and be construed under the laws of Germany, without giving effect to any conflict of law rules.
- k) **Currency.** Any monetary amounts mentioned and/or referred to in this Agreement and/or the Registry Policies shall be in EURO unless otherwise indicated.
  - l) **Additional Documents.** The parties agree that they will execute any other documents that are reasonably required by the requestor, at its reasonable discretion, for the consummation of this Agreement in accordance with its terms, conditions, and intent.

### 13. EXECUTION BY COUNTERPARTS

The Agreement and any amendment, supplement, restatement or termination of any provision hereof, may be executed and delivered in counterparts by facsimile, each of which so executed and delivered counterpart is an original, and such counterparts, together, will constitute but one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

regidot GmbH & Co. KG.

By: \_\_\_\_\_  
I have authority to bind the corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
I have authority to bind the corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
I have authority to bind the corporation

By: \_\_\_\_\_  
I have authority to bind the corporation

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule A**

### **Registry IP**

The following list sets out the Registry IP for a limited use in accordance with this Agreement and solely to market, advertise, promote the sale of, solicit orders for, and sell Domain Names and to perform the agreed upon services pursuant to this Agreement.

The Registrar agrees and understands that any Registry Trademarks may only be used in accordance with the applicable Registry Trademark publication guidelines with respect to size, font, colour, placement, and other conditions as set out therein.

#### **A. trademarks:**

EC Trademark No. 010961993	"[.ruhr] "	
EC Trademark No. 010804326	"dot.ruhr"	
EC Trademark No. 010804409	"punktruhr"	
EC Trademark No. 010804383	"ruhrdomain"	
EC Trademark No. 010804268	"ruhr"	application status/pending
German TM license No. DE 30702641 "Ruhri" - licensor : Rainer Rettinger		

#### **B. design**

www.dotruhr.de (resp. any following Homepage of the registry "....ruhr")

#### **C. slogan:**

"I am a Ruhri"

"The Ruhri's.... [well known sights/ institutions/ historic or cultural events or habits/ status symbols]"

"I am / you are/ he, she, it is/ we are/ they are/ that is/ this is ..... a Ruhri"

#### **D. user's license**

TANGO System (Registry Back End System)  
licensor: Knipp Medientechnik GmbH

## **Schedule B**

### **Fees**

#### **B1 Registration Fees**

##### **1. Domain-Name Sunrise Fee**

Registrar agrees to pay EURO 20,00 per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 4.(d) above.

##### **2. Domain-Name Sunrise Application Fee**

Registrar agrees to pay EURO 230,00 per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 4.(d) above.

##### **3. Domain-Name Landrush Fee**

Registrar agrees to pay EURO 20,00 per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 4.(d) above.

##### **4. Domain-Name Landrush Application Fee**

Registrar agrees to pay EURO 230,00 per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 4.(d) above.

##### **5. Domain-Name General Availability Fee**

Registrar agrees to pay EURO 20,00 per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 4.(d) above.

##### **6. Domain-Name Renewal Fee**

Registrar agrees to pay EURO 20,00 per annual increment of a domain name registration renewal, or such other amount as may be established in accordance with Section 4.(d) above.

##### **7. EPP Update to Restore a Name**

Registrar agrees to pay EURO 100,00 per use of the EPP Update command to restore a domain name, or such other amount as may be established in accordance with Section 4. (d) above.

The Registry may amend the Schedule B in its own discretion according to ICANN requirements.

## **B2 Pre-Payment Deposit**

### **1. Pre-Payment – Minimum Deposit Amount**

Registrar agrees to provide a minimum deposit of at least EURO 1.000,00 excluding bank and/or transfer fees, to the Registry account for the rendering of Domain Name Registration Services. Payment shall be made via Paypal.

### **2. Pre-Payment – Suspension of Registrar Services**

In case the Minimum Deposit Amount is depleted to EURO 0,00 Registrar's right to render Domain Name Registration Services will be suspended until the Minimum Deposit Amount is replenished.

### **3. Pre-Payment - Monitoring of Deposit**

Registrar shall be responsible for monitoring the status of its Minimum Deposit Amount; the Registry shall have no obligation to inform the Registrar at any time in case the advance payments made hereunder are insufficient in order to maintain the right to render the Domain Name Registration Services.

## **B3 Security Deposit**

### **Security Deposit**

The Security Deposit must be paid, if required by REGISTRY\_OPERATOR, by the Registrar on or prior to activation of the registrar account. This amount will be placed in the REGISTRY\_OPERATOR deposit account and maintained until such time that REGISTRY\_OPERATOR waives the requirement or the Agreement is terminated minus, if applicable, any outstanding amounts owed by the Registrar to REGISTRY\_OPERATOR.

## **B4 Fees**

**Fees – currency:** All Fees are payable in EURO.



**Fees – method of payment:** All monies payable by the Registrar shall be paid by wire transfer, payable to the order of "REGISTRY\_OPERATOR".

## Schedule C

### Registry Policies

Pursuant to the Agreement, REGISTRY\_OPERATOR reserves the right to update any of the policies within 30 days.

Any policies are subject to amendments pursuant to this Agreement and the Registrar is responsible to ensure that it uses, at all times, the most current and up to date policies.

The policies are published at the REGISTRY\_OPERATOR website at:

[http://www.dotruhr.de/downloads/policies/20131121\\_roll\\_out\\_plan\\_en.pdf](http://www.dotruhr.de/downloads/policies/20131121_roll_out_plan_en.pdf)  
[http://www.dotruhr.de/downloads/policies/20131121\\_acceptable\\_use\\_policy\\_en.pdf](http://www.dotruhr.de/downloads/policies/20131121_acceptable_use_policy_en.pdf)  
[http://www.dotruhr.de/downloads/policies/20131121\\_domain\\_name\\_registration\\_policy\\_en.pdf](http://www.dotruhr.de/downloads/policies/20131121_domain_name_registration_policy_en.pdf)  
[http://www.dotruhr.de/downloads/policies/20131121\\_rapid\\_takedown\\_policy\\_en.pdf](http://www.dotruhr.de/downloads/policies/20131121_rapid_takedown_policy_en.pdf)  
[http://www.dotruhr.de/downloads/policies/20131121\\_sunrise\\_dispute\\_resolution\\_policy\\_en.pdf](http://www.dotruhr.de/downloads/policies/20131121_sunrise_dispute_resolution_policy_en.pdf)  
[http://www.dotruhr.de/downloads/policies/20131121\\_whois\\_policy\\_en.pdf](http://www.dotruhr.de/downloads/policies/20131121_whois_policy_en.pdf)