DOT GLOBAL DOMAIN REGISTRY LTD

Registry-Registrar Agreement

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# PARTIES

This Registry-Registrar Agreement (the "Agreement"), dated as of \_\_\_\_\_\_\_\_, is made and entered into by and between:

(1) Dot Global Domain Registry Limited, an Irish Limited company under registration number 543936, with its principal place of business located at 6th floor, South Bank House, Barrow St, Dublin 4, Ireland ("**Registry Operator**"); and

(2)

|  |  |
| --- | --- |
| Company name: | referred to as ("**Registrar**") |
| Entity type and jurisdiction: |  |
| Registration number: |  |
| Principal business address: |  |
|  |  |
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Registry Operator and Registrar may be referred to individually as a "**Party**" and collectively as the "**Parties**."

This agreement assumes any signatory is duly authorized under ICANN’s 2013 Registrar Accreditation (or any subsequent amendments to that Agreement) procedures.

# CONSIDERATIONS

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and render other registry services for the .GLOBAL top-level domain;

WHEREAS, it is Registry Operator’s objective that multiple registrars will be able to provide Internet domain name registration services within the .GLOBAL top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .GLOBAL top-level domain.

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, intending to be legally bound, hereby agree as follows:

# 1. DEFINITIONS AND INTERPRETATION

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

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

1.2. "**Confidential Information**" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.3. "**DNS**" means the Internet domain name system.

1.4. "**Effective Date**" shall be the date first set forth on the first page of this Agreement.

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

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

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

1.8. "**Registered Name**" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (or [j](http://www.johnsmith.tld)ohnsmith.tld) levels, about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.9. "**Registered Name Holder**" means the holder of a Registered Name.

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

1.11. "**Registry Agreement**" means the Registry Agreement between Registry Operator and ICANN dated as of 17 April 2014, for the operation of .GLOBAL, as amended from time to time.

1.12. "**Registry Database**" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those domain names.

1.13. "**Registry Services**" are: (a) those services that are both (i) operations of the .GLOBAL registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry Operator for the Registry TLD as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy or Temporary Policy (as defined in the Registry Agreement); (c) any other products or services that only a Registry Operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.14 “**Registry Service Provider**” who is the technical backend provider as selected by the Registry Operator.

1.15 "**Registry TLD**" means the .GLOBAL

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

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

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

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

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

1.20 In this Agreement, the Considerations and the Exhibits, unless the context otherwise requires:

1.20.1 any reference to a statute shall be construed as a reference to that statute as from time to time amended, consolidated, modified, extended, replaced or re-enacted together with any secondary legislation made thereunder as from time to time amended, consolidated, modified, extended, replaced or re-enacted;

1.20.2 words such as "hereunder", “hereinafter”, "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular section or clause hereof;

1.20.3 the Exhibits to this Agreement shall form part of and be deemed to be incorporated in this Agreement;

1.20.4 any reference to any document includes that document as amended, replaced or supplemented from time to time;

1.20.5 any reference to a “person” includes any person, firm, company, governmental or other legal entity and its successors, personal representatives, heirs and permitted assigns;

1.20.6 words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa; and

1.20.7 the headings in this Agreement are inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of this Agreement.

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# 2. OBLIGATIONS OF REGISTRY OPERATOR

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

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

**2.3. Provision of Tool Kit; License**. No later than seven business days after the Effective Date, Registry Operator shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to Registry Operator in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose.

**2.4. Changes to the Registry System**. Registry Operator may from time to time replace or make modifications to the Registry System, in whole or in part, or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the Registry System or other materials licensed hereunder.

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

**2.5.1. Engineering Support**. Registry Operator agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

**2.5.2. Customer Service Support**. During the Term of this Agreement, Registry Operator will provide reasonable telephone and email customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. Registry Operator will provide Registrar with a telephone number and email address for such support during implementation of the Protocol, APIs and Software. First-level telephone support will be available on business days between the hours of 9 A.M. and 5 P.M. Central European time zone, or at times to be agreed with Registrar partners.

**2.6.** **Handling of Personal Data**. Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator 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. To the extent (if at all) Registry Operator is a data processor in respect of any such Personal Data, Registry Operator shall take appropriate security measures to protect such Personal Data against unauthorized access to, or unauthorized disclosure, alteration or destruction. To the extent (if at all) Registry Operator is a data processor in respect of any such Personal Data, Registry Operator shall not use or authorize the use of such Personal Data in a way that is incompatible with the notice provided to Registrar. Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrar regarding the purpose and procedures for such use.

**2.7. Service Level Agreement**. The Registry Operator will provide technical, engineering and customer support to Authorized Registrars on a 24/7/365 basis according to the Registry Operators’ standard support procedures in effect, as amended from time to time.

The performance of the Registry Services will be compliant with requirements defined in Specification 10 of the Registry Agreement. The remedies set forth in Specification 10 to the Registry Agreement shall be the sole and exclusive remedies available to the Registrar for the failure to meet such performance specifications.

**2.8. ICANN Requirements**. Registry Operator’s obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

**2.9 New Registry Services.** Registry Operator shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Registry Operator shall provide Registrar no less than ninety (90) days written notice of any ICANN mandated Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.4 above.

**2.10 Abuse Contact.** Registry Operator shall publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct in the TLD.

**2.11 Registrar use of .GLOBAL name and logo**. In consideration of the payment of the Fees (as more particularly described in Section 4) and subject to Registrar’s proper performance of its obligations hereunder Registry Operator hereby grants to Registrar on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable, revocable, worldwide, royalty-free, personal license during the Term of this Agreement to use such of Registry Operator’s name and logos as is required to identify itself as an accredited registrar for .GLOBAL. This license may not be assigned or sublicensed by the Registrar to any third party. All goodwill generated from Registrar’s use of any of Registry Operator’s name, logo or trademarks vests in and shall automatically vest in and shall belong to and be the absolute property of Registry Operator, and Registrar shall promptly do all such acts and things and execute and deliver all such documents and instruments required by Registry Operator to give Registry Operator the full benefit of this sub-section 2.11.

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# 3. OBLIGATIONS OF REGISTRAR

**3.1. Accredited Registrar**. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD under the terms and conditions of the 2013 ICANN Registrar Accreditation (or any subsequent amendments to that Agreement), and any subsequent requirements imposed by ICANN.

**3.2. Registrar Responsibility for Customer Support**. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders and (iii) provisioning of IDN registrations in EPP. Registrar shall publish to Registered Name Holders emergency contact information for critical situations such as domain name hijacking.

**3.3. Registrar's Registration Agreement**. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

**3.4. Indemnification Required of Registered Name Holders**. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

**3.5. Compliance with Terms and Conditions**. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

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

3.5.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator’s Registry Agreement with ICANN. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days notice by Registry Operator to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar’s registration agreement, the terms of this Agreement shall supersede those of the Registrar’s registration agreement.

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

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

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

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

3.6.4. agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period, and the landrush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

3.6.5. acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.6.6 agree that the domain name will not be used to distribute 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. Registrar shall not enable, contribute or willingly aid any third party in such prohibitions. Registrar shall provide Registrant with a description of potential consequences for such activities, including suspension of the domain name.

**3.7. Data Submission Requirements**.

3.7.1. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator 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 Operator’ operation of the Registry TLD.

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

3.7.3. Registrar represents and warrants that it has, prior to or at the latest upon registration of a domain name in the Registry TLD: (i) provided its customer / Registered Name Holder with the Registry Policies, including the Acceptable Use Policies; (ii) has informed its customer / Registered Name Holder of its continued obligation to act in accordance with applicable laws and regulations and to maintain adequate contact information with Registrar at all times; and (iii) has properly identified its customer / Registered Name Holder in accordance with the processes and procedures imposed by ICANN.

**3.8. Security**

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure and stable.

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the Registry Operator and its Registrar password. Registrar shall disclose only its Registrar password to

its employees with a need to know. Registrar agrees to notify Registry Operator within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.8.3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Registry Operator. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

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

**3.10. Time**. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall prevail.

**3.11. Transfer of Registration Sponsorship**. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the “Inter-Registrar Transfer Policy”).

**3.12. Restrictions on Registered Names**. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

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

**3.14 Compliance with Marketing Guidelines.** Registrar shall comply with Registry Operator’s marketing and branding guidelines for the Registry Operator’s TLD, as may be established by Registry and communicated to Registrar from time to time, including by not limited to conformance with the Registry Operator’s Style Guidelines.

**3.15 Registrar’s Resellers.** Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry TLD. Registrar agrees to expressly and contractually bind its resellers to all obligations of Registrar under this Agreement. Without prejudice, Registrar will in any event remain fully responsible for the compliance of all obligations under this Agreement.

# 4. FEES

**4.1. Amount of Registry Operator Fees**. Registrar agrees to pay Registry Operator the fees set forth in Exhibit A for services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right to revise the Fees from time to time, provided that Registry Operator shall provide at least 60 days notice to the Registrar prior to any increases in fees for initial registrations, and 180 days prior notice for increases in renewal registrations or fees for registrations associated with transfers of sponsorship. In addition, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Section 6.3 (b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

**4.2. Payment of Registry Operator Fees**. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, bank transfer or other credit facility accepted by Registry Operator (“Payment Security”), which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by Registry Operator to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. Registry Operator shall provide monthly invoice statements to the Registrar.

**4.3 Non-Payment of Fees**. In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with Registry Operator, Registry Operator may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.

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# 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures. For the avoidance of doubt, the information provided by Registrar to Registry Operator in connection with a Registered Name, including Personal Data associated with such Registered Name, shall not be considered Confidential Information in connection with this Section 5.

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

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently

developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

**5.2. Intellectual Property**

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

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

5.2.3. Except to the extent permitted by applicable law Registrar will not, and shall not allow others to, reverse engineer or otherwise attempt to derive source code from Registry Operator or Registry Service Provider tools or software accessed as part of the Services.

5.2.4. Neither Party shall use the trade names, trademarks, service marks, or the proprietary marks of the other Party in any advertising, sales presentation, news releases, advertising, or other promotion or marketing materials without such other Party’s prior written consent, which shall not be unreasonably withheld; provided, however, that Registry Operator shall have the right without prior approval to identify Registrar as a customer of Registry Operator’s services related to the Registry TLD. In addition, the Parties agree that it would be mutually beneficial to issue a joint press release regarding their relationship and shall work together to issue a mutually agreed upon press release within a reasonable time after the Effective Date.

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# 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 Operator and the Registry Service Provider and their subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. Registry Operator shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for Registry Operator’ 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 Operator’ prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

**6.2. Representation and Warranty**.

**6.2.1. Registrar.** Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organisation; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) it is, and during the term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after May, 2013; (iv) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and (v) 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.

**6.2.2. Registry Operator.** Registry Operator represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the laws of Ireland; (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 Registry Operator, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to

be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

**6.3. Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF REGISTRY OPERATOR AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) $100,000 USD.

**6.4. Disclaimer of Warranties**. THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY REGISTRY OPERATOR HEREUNDER ARE PROVIDED "AS-IS" 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 REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

**6.5**. **Reservation of Rights**. Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

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# 7. INSURANCE

**7.1. Insurance Requirements**. Registrar shall acquire, on or before the Effective Date, at least in accordance with the 2013 Registrar Accreditation Agreement (and any subsequent amendments to that Agreement) in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of “A” or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry Operator’s reasonable request. Such insurance shall entitle Registry Operator to seek compensation under such policy on behalf of Registry Operator and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar’s failure to meet its indemnification obligations under this Agreement.

# 8. DISPUTE RESOLUTION

**8.1. Dispute Resolution.** This Agreement and all non-contractual obligations arising from or connected with it shall be governed by and construed in accordance with, and all disputes between the Parties arising out of or in any way relating to this Agreement or any disputes between the Parties in any way connected with the subject matter of this Agreement (whether contractual or non-contractual) shall be governed by, the laws of Ireland. Each of the Parties to this Agreement hereby submits to the exclusive jurisdiction of the Irish Courts. Nothing contained in this Subsection 8.1 shall limit the right of the Registry Operator to bring enforcement proceedings in another jurisdiction on foot of an Irish Order or to seek interim, protective or provisional relief in the courts of another jurisdiction.

# 9. TERM AND TERMINATION

**9.1. Term of the Agreement; Revisions**. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is three (3) years following the Effective Date. This Agreement shall automatically renew for additional successive three (3) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to Registry Operator’ approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such

amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

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

**9.2.1. Termination For Cause**. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

**9.2.2. Termination Without Cause by Registrar**. Registrar may terminate this Agreement at any time by giving the Registry Operator thirty days notice of termination.

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

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

**9.2.5. Termination in the Event of Insolvency or Bankruptcy**. Either Party may terminate this Agreement if the other Party becomes unable to pay its debts, becomes or is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment or composition with its creditors, or seeking the appointment of a receiver, examiner, manager, liquidator, trustee or similar officer over all or any substantial part of a Party's property or assets or the liquidation, dissolution or winding up of a Party’s business (otherwise than for the purposes of a solvent amalgamation or reconstruction previously consented to by the Party which is not the subject of the winding up) or anything analogous to any of these events occurs. Registrar acknowledges and accepts, however, that Registrar shall not be entitled to terminate this Agreement if and when ICANN has assigned this Agreement pursuant to Subsection 10.1.1 hereof, unless provided otherwise by ICANN.**9.3. Effect of Termination**. Upon the expiration or termination of this Agreement for any reason:

9.3.1. Registry Operator 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 Operator for Fees are current and timely.

9.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

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

9.3.4. In the event of termination in accordance with the provisions of Subsections 9.1, 9.2.1, 9.2.2, 9.2.3 or 9.2.5, Registry Operator reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

9.3.5. All fees owing to Registry Operator shall become immediately due and payable.

**9.4. Termination for Non-Payment of Fees.** Notwithstanding the provisions of Section 9.3 above, in the event that this Agreement is terminated because of Registrar’s non-payment of fees, Registry Operator shall have the first right, but not the obligation, to transfer the sponsorship of Registered Name registrations to a wholly owned subsidiary of Registry, accredited by ICANN as a registrar.

**9.5. Survival**. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.6, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7 and 10.8 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

# 10. MISCELLANEOUS

**10.1. Assignments**.

**10.1.1. Assignment to Emergency Back-End Operator or Successor Registry Operator**. In the event the Registry Operator’ Registry Agreement is terminated or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator’ 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 Operator under this Agreement.

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

**10.1.3. Transfer required by Registry Operator.** Registry Operator may assign, transfer, novate, mortgage, charge, sublicense, hold on trust or otherwise deal in or dispose of, in whole or in part, any of its rights or obligations under this Agreement without the prior consent of Registrar and Registrar hereby undertakes and agrees to promptly execute and deliver any documents or instruments required by Registry Operator for such purpose.

**10.1.4 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 Operator, which shall not be unreasonably withheld.

**10.2. Notices**. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail during business hours) to the address set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Registrar:

|  |  |
| --- | --- |
| Registrar Address: |  |
| Attention: |  |
| Phone number: |  |
| Email address: |  |
| With copy to: |  |
| Attention: |  |
| Email address: |  |

If to Registry Operator:

|  |  |
| --- | --- |
|  | Dot Global Domain Registry Limited  6th floor, South Bank House, Barrow St,  Dublin 4, Ireland |
| Attention: | Rolf Larsen |
| Phone number: | +47 4141 1111 |
| Email address: | notices@nic.global |

**10.3. 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 an intended third-party beneficiary of the Registry Agreement.

**10.4. 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.

**10.5. 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, data-hacking, 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.

**10.6. Amendments**. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

**10.7. 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.

**10.8. 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 which are hereby revoked by mutual consent of the Parties and upon which the Parties confirm they have not relied provided that nothing in this Subsection 10.8 shall operate to limit or exclude any liability for fraudulent misrepresentation.

**10.9. Counterparts**. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

**10.10 Costs**.Each Party will bear its own costs and expenses in relation to the preparation, execution and implementation of this Agreement including all costs, legal payments and other expenses so incurred.

**10.11. Other Rights**. The rights, powers and remedies provided in this Agreement are cumulative and not inclusive of any rights, powers and remedies provided by law.

**10.12. Severability**.If any of the provisions (or part thereof) of this Agreement is found by a court of competent jurisdiction or any other competent authority to be void, invalid or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provisions (or part thereof) shall not be affected and shall continue to apply. The Parties shall then negotiate in good faith in order to agree terms of a mutually satisfactory provision to be substituted for the provision found to be void, invalid or unenforceable.

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

|  |  |
| --- | --- |
| Dot Global Domain Registry Limited  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:  Rolf Larsen  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  CEO  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: |

**EXHIBIT A:  REGISTRATION FEES AND PAYMENT**

## 1. Application Fees

Application Fees are non-refundable.

## 2. Domain-Name Initial Registration Fee

Registry Operator will charge a fee per year for each domain name registered in the .GLOBAL Registry, as set forth in the .GLOBAL Price List, as amended in accordance to Registry Agreement (the “Price List”). The Price List, and any amendments thereto, will be available to Registrars on request.

The Price List is subject to change in accordance to Registry Agreement and section 4.1 of this Agreement. All Registration Fees for all domain years requested shall be deducted in full from the Registrars account at the time of Registration.

**3. Domain-Name Renewal Fee**

Registrar shall pay a fee per year for each domain name registration renewal (the “Renewal Fee”) in the .GLOBAL Registry, and such fee is set forth in the Price List. The Renewal Fee for all domain years requested shall be deducted in full from the Registrars account at the time of Renewal.

**4. Transfer Fees**

Where the sponsorship of a domain name is transferred from one ICANN Accredited Registrar to another ICANN Accredited Registrar, Registry Operator will require the registrar receiving the sponsorship to request a renewal of one year for the name.

In connection with that extension, Registry Operator will charge a Renewal Fee for the requested extension as provided in the table 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.

**5. EPP Restore**

Registrar shall pay Registry Operator a fee (the “Restore Fee”) as defined in the Price List, per Registered Name restored during the Redemption Grace Period; provided that Registry Operator reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances.

**6. Add Grace Period Threshold**

Registrar agrees to ICANN’s AGP (Add Grace Period) Limits Policy, found at<http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm>, which details amounts, thresholds, limitations, qualifications, and exemptions related to a Registrar’s domain name deletions and refunds during the AGP. No refunds or credits will be issued to Registrars for deletions within the AGP related to the Sunrise or Landrush Periods.



## 2. PAYMENT SECURITY

### 2.1 General Terms

Registrar shall maintain a sufficient account balance to carry out its transactions with Registry Operator. If case of insufficient balance, the transaction will not go through. Registrar shall not process any registrations 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 another 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.

### 2.2 Payment Security

### 2.2.1 Deposit Account

Registrar will be advised by the Registry Operator as to the minimum deposit amount that the Registrar must pay prior to the Registry accepting registrations.

The Registrar will also receive a notification from the Registry Operator (via Registry Service Provider) whenever the Registrars account reaches the Low Balance Threshold as set by the Registry Operator. A low deposit balance may affect the Registrars ability to register domains, and it is the responsibility of the Registrar to ensure that the email address provided for low credit notifications is correct and actively monitored.

The Registry Operator reserves the right to change the minimum deposit amount.

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### 2.2.2 Credit Facility

Registrar will be advised by the Registry Operator as to the total amount of credit (“Credit Limit”) that the Registry Operator is extending to the Registrar. This amount may set higher during Sunrise and Landrush phases to accommodate for higher fees during these periods. This amount may then be set lower after the Sunrise and Landrush periods concludes.

The Registrar will also receive a notification from the Registry Operator (via Registry Service Provider) whenever the Registrars account reaches the Low Balance Threshold as set by the Registry Operator. A low deposit balance may affect the Registrars ability to register domains, and it is the responsibility of the Registrar to ensure that the email address provided for low credit notifications is correct and actively monitored.

The Registry Operator reserves the right to change the Credit Limit.