.世界 TLD Registry-Registrar Agreement

This Registry-Registrar Agreement (the “Agreement”) is between Stable Tone Limited, a Limited Company incorporated in Hong Kong under the Companies Ordinance (Chapter 32), with its principal place of business located at Unit 10-18, 32⁄F, Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong.(“Stable Tone”), and:

|  |  |  |
| --- | --- | --- |
| *[Registrar’s Name]* | Click here to enter text. | , a |
| *[Jurisdiction and Type of Organisation]* |  |
| Click here to enter text. |
| with its principal place of business located at |  |
| Click here to enter text. |
| [Registrar’s Location] | (“Registrar”). |

**WHEREAS,** Stable Tone has entered a Registry Agreement with the Internet Corporation for

Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .世界 top-level domain (“.世界 Registry”);

**WHEREAS,** multiple registrars will provide Internet domain name registration services within the .世界 Registry;

**WHEREAS,** Registrar wishes to act as a registrar for domain names within the .世界 Registry.

**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, Stable Tone and Registrar, intending to be legally bound, hereby agree as follows:

# DEFINITIONS

* 1. The **“APIs”** are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.
	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.
	3. **“DNS”** means the Internet domain name system.
	4. **“Domain Contact”** means a contact associated with a domain registration. Four types of Domain Contacts are accepted: Registrant Contact, Administrative Contact, Technical Contact and Billing Contact.
	5. The **“Effective Date”** shall be the date on which the Agreement is executed by both parties.
	6. **“EPP”** means Extensible Provisioning Protocol, which is the protocol used by Stable Tone.
	7. **“ICANN”** means the Internet Corporation for Assigned Names and Numbers.
	8. **“ICANN Requirements”** consist of the obligations set forth in the Registry Agreement, the obligations set forth in the latest version (including additional appendices) of the ICANN Registrar Accreditation Agreement, any ICANN Temporary Specifications or Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at <http://www.icann.org/general/consensus-policies.htm>.
	9. **“Personal Data”** refers to data about any identified or identifiable natural person.
	10. **“Registered Name”** refers to a domain name within the domain of the .世界 Registry, whether consisting of two or more (e.g., domain.世界 or domain.example.世界) levels, about which Stable Tone 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).
	11. **“Registered Name Holder”** means the holder of a Registered Name, and it is the Registrant Contact.
	12. The **“Registrar Tool Kit”** comprises the items described in Exhibit A.
	13. **“Registry Agreement”** means the agreement between Stable Tone and ICANN dated September 11, 2013 for the operation of the .世界 Registry.
	14. **“Registry Database”** means a database comprised of data about one or more DNS domain names within the domain of the .世界 Registry 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 names.
	15. **“Registry Policies”** include those policies, procedures, guidelines, and criteria promulgated by Stable Tone from time to time, as authorized by ICANN in the Registry Agreement (https://www.icann.org/resources/agreement/xn--rhqv96g-2013-09-11-en), including without limitation, such policies laid down by Stable Tone from time to time on Stable Tone’s website at <http://policies.registry.世界>, which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement.
	16. **“Registry Services”** means services provided as an integral part of the operation of the .世界 Registry, including all subdomains in which Registered Names are registered. In determining whether a service is integral to the operation of the .世界 Registry, consideration will be given to the extent to which Stable Tone has been materially advantaged in providing the service by its designation as such under this Agreement. The development of technology, expertise, systems, efficient operations, reputation (including identification as Stable Tone or the Registry Operator), financial strength, or relationships with registrars and third parties shall not be deemed an advantage arising from the designation. Registry Services include: receipt of data concerning registration of domain names and nameservers from registrars, provision to registrars of status information relating to the .世界 Registry, dissemination of TLD zone files, operation of the .世界 Registry zone servers, dissemination of contact and other information concerning domain-name and nameserver registrations in the .世界 Registry.
	17. **“Registry Services Provider”** means Neustar, Inc. or its successors and assigns as designated by Stable Tone.
	18. The **“Registry System”** means the system operated by Stable Tone for Registered Names in the .世界 Registry.
	19. **“.世界 Registry”** means the Top Level Domain Registry as defined by the agreement between Stable Tone and ICANN.
	20. **“Start-Up Process”** consists of, but not limited to: Sunrise, General Availability, and Auction as defined in Appendix S, Part 4 of the Registry Agreement (Start-Up Plan) and further refined in the “.世界 Sunrise Policies” document and other relevant documents.
	21. **“Start-Up Policies”** means the policies that govern the Start-Up Process. Such polices form part of the Registry Policies and are set forth on the Stable Tone’s website at <http://policies.registry.世界>. Registrar must review those policies as they form part of this Agreement.
	22. **"Term"** means the term of this Agreement, as set forth in Subsection 9.1.
	23. 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.

# OBLIGATIONS OF STABLE TONE

* 1. **Access to Registry System.** Throughout the Term of this Agreement, Stable Tone shall provide Registrar with access as a registrar to the Registry System that Stable Tone operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Stable Tone and ICANN.
	2. **Maintenance of** Registrations **Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Stable Tone requirements authorized by ICANN, Stable Tone shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term of registration for which Registrar has paid the fees required by Subsection 4.1.
	3. **Provision of Tool Kit; License.** No later than three (3) business days after the Effective Date, or immediately upon the release of the Registrar Tool Kit, whichever is later, or as otherwise agreed in writing by the parties hereto, Stable Tone shall provide and license to Registrar a copy of the Registrar Tool Kit, including sufficient technical specifications to reasonably permit Registrar to interface with the Registry System and employ its features that are available to registrars. Subject to the terms and conditions of this Agreement, Stable Tone hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited licence to use during the Term and for the purposes of this Agreement, all components owned by or licensed to Stable Tone 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 .世界 Registry only and for no other purpose.
	4. Changes **to System.** Stable Tone (or its agents or licensors) may from time to time make modifications to the EPP, APIs, or other software, materials or documentation licensed hereunder that may modify, revise, diminish or augment the features of the Registry System. Stable Tone will use commercially reasonable efforts to provide Registrar with at least ninety days’ notice prior to the implementation of any material changes to the EPP, APIs or software licensed hereunder, but it cannot guarantee that such a ninety-day (90) period will be always feasible. Changes such as new features added to the EPP and API which do not render the immediate older version of which described in the Registrar Tool Kit unusable is not considered to be a material change, even though these new features may not be provisioned to use the immediate older version.
	5. **Engineering and Customer Service Support.** Stable Tone shall provide Registrar with engineering and customer service support as set forth below:
		1. **Engineering Support.**  Stable Tone agrees to provide Registrar with reasonable support to address engineering issues arising in connection with Registrar’s use of the Registry System.
		2. **Customer Service Support.** During the Term of this Agreement, Stable Tone will provide reasonable customer service support to Registrar for non-technical issues solely relating to the Registry System and its operation. Stable Tone will provide Registrar with detailed contact information for such support during implementation of the EPP, APIs and Software.
	6. **Handling of Personal Data.** Stable Tone shall notify Registrar of the purposes for which Personal Data submitted to Stable Tone 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. Stable Tone shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Stable Tone shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Stable Tone may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars.
	7. **Functional and Performance Specifications.**  Stable Tone shall comply with the provisions of the Functional and Performance Specifications set forth in the Registry Agreement. ICANN Requirements. Stable Tone's obligations hereunder are subject to modification at any time as the result of changes to 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.

# OBLIGATIONS OF REGISTRAR

* 1. **Accredited Registrar.** During the Term of this Agreement, Registrar shall at all times maintain in full force and effect its accreditation by ICANN as a registrar for the .世界 Registry.
	2. **Communication with Registered Name Holder.** Registrar shall not communicate any information to a Registered Name Holder which is inconsistent or otherwise not in compliance with (i) Registry Policies; (ii) Start-Up Policies; (iii) the terms of this Agreement; or (iv) operational standards, procedures and practices for the Registry TLD established from time to time by Stable Tone. Registrar shall facilitate Stable Tone to communicate with the Registered Name Holder (e.g., for request(s) for additional information regarding compliance requirements) as Stable Tone desires for performance or promotion of Registry Services or other services, in compliance with Registry Policies, Sunrise Policies, or in complying with law enforcement or a court order.
	3. **Registrar Cooperation.** Registrar, its employees, contractors, agents and delegates, shall not impede Stable Tone’s performance under this Agreement and shall reasonably cooperate with Stable Tone in furtherance of such performance.
	4. **Registry Policies.** Registrar must comply with Registry Policies, including but not limited to Start-Up Policies.
	5. **Registrar Responsibility for Customer Support.** Registrar shall provide such customer support as is needed to receive, accept, and process registrations from qualified entities and individuals desiring to become Registered Name Holders, and to receive, accept, and process orders for cancellation, deletion or transfer of Registered Names. Throughout the term of their registration, Registrar shall provide Registered Name Holders reasonable customer service and billing and technical support.
	6. **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 sufficient to bind such Holder. Registrar’s registration agreement may contain multiple alternative forms and Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided that all versions of the registration agreement include those terms required by this Agreement (including, without limitation, Sections 3.8 and 3.9), other terms that are consistent with Registrar’s obligations to Stable Tone under this Agreement, and obligations of Registrants as stipulated in the RFP as required under Stable Tone’s Registration policies and RFP forms. Upon request by Stable Tone, Registrar shall furnish its registration agreements to Stable Tone within five (5) calendar days.
	7. **Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, to the maximum extent permitted by law, defend and hold harmless Stable Tone, Registry Services Provider, and their directors, officers, employees and agents 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 and or use. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement. Such indemnification should cover the liabilities of Registrar to the Registry in relation to Section 6.1 Indemnification.
	8. **Compliance with Terms and Conditions.** To the extent Registry Policies are applicable to or contemplate compliance by Registered Name Holders, Registrar shall, in the manner set forth by Stable Tone from time to time in the Registry Policies, obligate such Registered Name Holders to adhere to Registry Policies. Furthermore, and in addition to the provisions of Subsection 3.7 and 3.8, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to adhere to (or comply with, as appropriate):
		1. ICANN requirements, standards, policies, procedures, and practices for which Stable Tone has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, including but not limited to prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.;
		2. Operational standards, policies, procedures, and practices for the .世界 Registry established from time to time by Stable Tone in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty (30) days’ notice by Stable Tone to Registrar;
		3. The following provision: “Notwithstanding anything in this Agreement to the contrary, Stable Tone Limited (“Stable Tone”), the Registry Operator of the .世界 TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of Stable Tone have vested and that Stable Tone has relied on its third party beneficiary rights under this Agreement in agreeing to Registrar being an Accredited Registrar for the .世界 TLD. Additionally, the third party beneficiary rights of Stable Tone shall survive any termination or expiration of this Agreement.”
		4. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder’s Personal Data by Stable Tone and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy;
		5. Submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (“UDRP”) and/or ICANN’s Uniform Rapid Suspension Policy (“URS”), including but not limited to Section 4 that 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, and that 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);
		6. Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
		7. Agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies, including without limitation submission to binding arbitration any dispute arising from the Start-Up process or any allocation of domain names.
		8. Acknowledge and agree that Stable Tone and Registry Services Provider, acting in consent with Stable Tone, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Stable Tone as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by Stable Tone, the Registry Services Provider or any registrar in connection with a domain name registration. Stable Tone also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
		9. Submit to all RPMs required by Specification 7 of the Registry Agreement between Stable Tone and ICANN and any additional RPMs developed and implemented by Stable Tone in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD, and proceedings commenced under other dispute policies as set forth by Stable Tone from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .世界 Registry.
	9. **Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by Stable Tone from time to time, and shall update such data from time to time in order to maintain the accuracy thereof. Registrar hereby grants Stable Tone 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 Stable Tone’s operation of the .世界 Registry.
	10. **Security.** Registrar shall develop and employ in its domain name registration business technical, physical, and administrative measures as needed to ensure that its connection to the Registry System is secure, that all data exchanged between Registrar’s system and the Registry System is protected from unauthorized access or unintended disclosure. Registrar shall employ technical, physical, and administrative measures as needed to prevent its access to the Registry System granted hereunder from being used to (i) access the Registry System without authorization from Stable Tone; (ii) allow, enable, or otherwise support the transmission by e-mail, telephone, facsimile, short-messaging system (SMS) or other forms of commercial advertising or solicitations to entities other than its own existing customers (to the extent permitted by applicable law); or (iii) enable high volume, automated, electronic processes that send queries or data to the systems of Stable Tone, 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 Services Provider may require other reasonable security provisions (both technical and non-technical) to ensure that the Registry System is secure and stable.
		1. 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 Services Provider and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Registry Services Provider 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.
		2. Registrar shall not provide identical Registrar-generated <authinfo> codes for domain names registered by different registrants. Registry Services Provider in its sole discretion may choose to modify <authinfo> codes for one or more given domains sponsored by Registrar and shall notify Registrar of such modifications that may be verified by Registrar via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be included in the Registrar toolkit provided by the Registry Services Provider or otherwise provided by Registry Services Provider to Registrar. Registrar shall provide the Registered Name Holder with timely access to the <auth-info> code along with the ability to modify the <authinfo> code in accordance with the provisions of the ICANN Transfer Policy (<http://www.icann.org/transfers/policy-12jul04.htm>).
	11. **Resolution of Technical Problems.** Registrar shall employ such employees, contractors, or agents with sufficient technical training and experience as reasonably necessary to fulfil its obligations hereunder, and to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of Stable Tone in conjunction with Registrar’s systems. In the event of significant degradation of Registry operations or other emergency, Stable Tone may, in its sole discretion, temporarily suspend Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated. Stable Tone accepts no liability whatsoever and howsoever incurred for losses to the Registrar caused or linked to such a suspension of service.
	12. **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 be deemed the definitive registration entry time.
	13. **Change in Registrar Sponsoring Domain Name.** Registrar may assume or transfer sponsorship of a Registered Name Holder’s existing domain name registration from or to another registrar in accordance with all applicable ICANN Requirements, including without limitation, the Policy on Transfer of Registrations between Registrars (the Transfer Policy), and applicable Registry Policies.
	14. **Restrictions on Registered Names.** In addition to complying with Registry Policies and ICANN requirements limiting or prohibiting registration of specified domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

# FEES

* 1. **Amount of Stable Tone Fees.**  Registrar agrees to pay Stable Tone the fees set forth in Exhibit B for initial and renewal registrations and other services provided by Stable Tone to Registrar (collectively, “Fees”). Stable Tone reserves the right to revise the Fees prospectively upon thirty (30) days’ notice to Registrar, to the extent and in the manner that such adjustments are permitted by the Registry Agreement. The Fees set forth shall be the net fees Stable Tone receives, any tax levied by the Registrar’s local tax authorities against any transactions between Stable Tone and the Registrar shall be the responsibility of the Registrar, regardless of whether the tax is levied against Stable Tone or the Registrar.
	2. **Payment of Stable Tone Fees.** Prior to commencing registrations, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by Stable Tone, which acceptance will not be unreasonably withheld. Stable Tone may set a minimum deposit, however the Registrar shall place in this account enough funds to cover expected transactions regardless of the minimum deposit amount. All Fees are due immediately upon transaction and payable from the letter of credit, deposit account, or other credit facility.
	3. **Non-Payment of Fees.** Registrar’s timely payment of Fees is a material condition of Stable Tone’s obligations under this Agreement. In the event that Registrar fails to pay its Fees within five (5) days of the date when due, Stable Tone may, in its sole discretion: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete from the Registry database the domain names associated with unpaid invoices; (iii) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and/or (iv) pursue any other remedy under this Agreement, at law, or in equity.
	4. **Variable Registry-Level Fee.** In the event that Stable Tone is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 7.2(c) of the Registry Agreement, Stable Tone is entitled to collect such Fees from Registrar, and Registrar hereby gives its express approval of Stable Tone’s collection, in addition to Fees due to Stable Tone under 4.2 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by Stable Tone to ICANN with respect to Registrar’s registrations in the .世界 Registry.

# CONFIDENTIALITY AND INTELLECTUAL PROPERTY

* 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 is subject to the following terms and conditions:
		1. The Receiving Party will 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 technical, physical and administrative security measures and operating procedures.
		2. The Receiving Party will use Confidential Information of the Disclosing Party solely for the purpose of exercising its right and/or performing its obligations under this Agreement and for no other purposes whatsoever.
		3. Except as expressly contemplated hereunder, the Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided that if the Receiving Party is a corporation, partnership, or similar entity, then the Receiving Party may disclose Confidential Information to its officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information and: (a) who have been advised by the Receiving Party of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof; and (b) the Receiving Party ensures that they are legally obligated to comply with the terms of this Section 5.1; provided, further, that the Receiving Party shall be responsible for, and will indemnify the Disclosing Party in the manner set forth in Section 6.1 below, against, any unauthorized use or disclosure of any Confidential Information, whether by the Receiving Party or such personnel.
		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. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
		6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that, as indicated by reasonable written evidence, (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; or (v) is made generally available by the Disclosing Party without restriction on disclosure.
		7. The Receiving Party’s duties under this Subsection 5.1 shall expire five (5) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.
	2. **Intellectual Property**.
		1. Subject to the licences granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, design rights, proprietary processes and all other forms of intellectual property.
		2. Without limiting the generality of the foregoing, no commercial use rights or any licences under any patent, patent application, copyright, trade mark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.
		3. Either party authorizes the other party during the Term of this Agreement to use its logo, trade mark and/or trade name solely for the purpose of exercising its right and/or performing its obligations under this Agreement and for no other purposes whatsoever and subject to its undertaking that it will only use the logo, trade mark and/or trade name without alteration or modification and only in such manner and with such acknowledgement of proprietorship as shall from time to time be stipulated.

# INDEMNITIES AND LIMITATION OF LIABILITY

* 1. **Indemnification.** Registrar, at its own expense and within thirty (30) days after presentation of a demand by Stable Tone under this Section, will indemnify, defend and hold harmless Stable Tone and its employees, directors, officers, representatives, agents and affiliates (each, an “Indemnified Party”), against any claim, suit, action, or other proceeding brought against any Indemnified Party 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; (iii) relating to Registrar’s violation of ICANN Requirements; (iv) as a result of Registrar’s failure to include any or any adequate provisions in its Registration Agreement pursuant to Sections 3.7 to 3.9 above to sufficiently hold Registered Domain Name Holders liable; (v) involving Registrar’s violation of Section 5.1 above; or (vi) 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; provided that if the Indemnified Party advises that there are issues that raise actual conflicts of interest between the Registrar and the Indemnified Party (except that the fact that the Registrar is indemnifying the Indemnifying Party shall not, in and of itself, constitute a conflict of interest), then the Indemnified Party, without waiving any rights against the Registrar, may settle or defend against any such claim in the Indemnified Party’s sole discretion and the Indemnified Party shall be entitled to recover from the Registrar the amount of any settlement or judgment and, on an ongoing basis, all Damages (as defined below) of the Indemnified Party with respect thereto, including interest from the date such Damages were incurred; provided, further, that all reasonable costs and expenses incurred by the Indemnified Party in so defending such a claim, regardless of the outcome of such defense, shall constitute Damages. Stable Tone shall provide Registrar with prompt notice as herein provided, however such failure to provide prompt notice shall not relieve the Registrar of its duties and responsibilities under this Section 6 except to the extent that the Registrar demonstrates that the defense of the third party claim is materially prejudiced by such failure), and upon Registrar’s written request, Stable Tone will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses the Indemnified Parties for their 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 Stable Tone’s prior written consent, which consent shall not be unreasonably withheld, delayed, or made subject to a condition; provided that consent may be withheld from any settlement or compromise that does not include a complete and unconditional release of the Indemnified Party or that does include any injunctive or non-monetary relief applicable to the Indemnified Party. Registrar will pay any and all costs, damages (including direct, consequential, and/or special damages), and expenses, including, but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by Stable Tone in connection with or arising from any such indemnifiable claim, suit, action or proceeding (“Damages”).
		1. Registrar shall indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the employees, and directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against Registry Services Provider, or any affiliate of Registry Services Provider, 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 without limitation Registrar’s dispute policy, between Registrar and any domain name registrant or other customer, or any 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 Services Provider shall provide Registrar with prompt notice of any such claim, and upon Registrar’s written request, Registry Services Provider will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Services Provider for Registry Services Provider’s actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Services Provider’s prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by Registry Services Provider in connection with or arising from any such indemnifiable claim, suit, action or proceeding.
	2. **Representation and Warranty.** Registrar represents and warrants that: (i) it is a

|  |
| --- |
| [Jurisdiction and Type of organization]  |
| Click here to enter text. |

duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (iv) no further approval, authorization or consent of any governmental or regulatory authority or of ICANN is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement, (v) that it will provide services to its customers and/or users using all due skill, care, diligence and professionalism.

* 1. **Limitation of Liability.** In no event shall Stable Tone 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 Stable Tone has been advised of the possibility of such damages. In no event shall the maximum aggregate liability of Stable Tone and its subcontractors exceed the lesser of (i) the total amount paid to Stable Tone under the terms of this agreement for the immediately preceding 12 month period, or (ii) $50,000 USD. For the avoidance of doubt, liabilities for Registrar are limited to services provided to Registered Name Holders and/or obligations to ICANN as an ICANN Accredited Registrar, save otherwise willful misconduct and negligence of the Registrar against the Registry.
	2. **Disclaimer of Warranties.** The registrar tool kit, and all other items provided by Stable Tone or its subcontractors, are provided "as-is" and without any warranty of any kind. Stable Tone expressly disclaims all warranties and/or conditions, express or implied, including, but not limited to, the implied warranties and conditions of merchantability and satisfactory quality and fitness for a particular purpose and non-infringement of third party rights. Stable Tone 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, Stable Tone 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.
	3. **Reservation of Rights.** Stable Tone reserves the right to deny, cancel or transfer any registration or transaction that it deems necessary, in its discretion (i) to protect the integrity, security and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Stable Tone, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) for violations of this Agreement and its Exhibits; or (v) to correct mistakes made by the Stable Tone, the Registry Services Provider or any Registrar in connection with a domain name registration. Stable Tone also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

# INSURANCE

* 1. **Insurance Requirements.** Not Applicable.

# DISPUTE RESOLUTION

* 1. **Dispute Resolution.** Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce (“ICC”). The arbitration shall be conducted in the English language and shall occur in Hong Kong. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys’ fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys’ fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in Hong Kong; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Hong Kong, which shall not be a waiver of this arbitration agreement.

# TERM AND TERMINATION

* 1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is sixty (60) months after the Effective Date. The Term of this agreement shall automatically renew for additional one (1) year periods unless either party provides notice to the other, in writing, of termination at least thirty-days prior to the end of the initial or any renewal term. In the event that Stable Tone elects to amend this Registry-Registrar Agreement, 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 Stable Tone provides notice of such amendment, terminate this Agreement immediately by giving written notice to Stable Tone. If Stable Tone does not receive the executed amendment or notice of termination from Registrar within the fifteen (15) day period, Registrar shall be deemed to have terminated this Agreement effective upon the expiration of such fifteen (15) day period. In the case of such termination, all Obligations of Registrar described above shall survive termination until obligations to Registered Name Holders sponsored by the Registrar are fulfilled or reasonably resolved as per Section 9.3 below.
	2. **Termination.** This Agreement may be terminated as follows:
		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 (30) 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, with such date not being earlier than the date such notice is provided.
		2. **Termination without Cause.** Either Party may terminate this Agreement at any time by giving the other Party thirty (30) days’ written notice of termination. In the case of such termination, all Obligations of Registrar described above shall survive termination until obligations to Registered Name Holders sponsored by the Registrar are fulfilled or reasonably resolved as per Section 9.3 below.
		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.
		4. **Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that the Registry Agreement is terminated or expires without entry of a subsequent Registry Agreement with ICANN and assignment of this Agreement under Subsection 10.1.1.
		5. **Termination in the Event of Insolvency or Bankruptcy.** Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party’s property or assets or the liquidation, dissolution or winding up of a party’s business.
	3. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: 9.3.1. Stable Tone 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 Stable Tone for Fees are current. 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 and the parties’ reciprocal licence to use the trade mark, logo and/or trade name granted pursuant to subsection 5.2.3 shall immediately terminate. 9.3.4. All fees owing to Stable Tone shall become immediately due and payable. 9.3.5. In the event of pending or actual termination in accordance with the provisions of Subsections 9.2.1, 9.2.2, or 9.2.3, Stable Tone reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition or Registered Name Holders to other .世界-accredited registrars.
	4. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Sections 3.7, 3.8, 3.9, 4, 5, 6, 8 and (ii) the Registered Name Holder’s indemnification obligations. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

# MISCELLANEOUS

* 1. **Assignments.**
		1. **Assignment to Successor Registry Operator.** In the event Stable Tone’s Registry Agreement is terminated or expires without entry by Stable Tone and ICANN of a subsequent registry agreement, Stable Tone’s rights under this Agreement may be assigned to a company with a registry agreement covering the .世界 Registry upon ICANN’s giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Stable Tone under this Agreement.
		2. **Assignment in Connection with Assignment of Agreement with ICANN.** In the event that the Registry Agreement is validly assigned, Stable Tone’s rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Stable Tone under this Agreement.
		3. **Other Assignments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer any or all of its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment or transfer in contravention of this Section 10.1.3 shall be null and void.
	2. **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by fax during business hours) to the address or fax number set forth beneath the name of such party below, unless such party has given a notice of a change of address or individual representation in writing: If to Registrar:

	If to Registrar:

|  |  |
| --- | --- |
| Address: | Click here to enter text. |
| Phone: | Click here to enter text. |
| Fax: | Click here to enter text. |
| Email: | Click here to enter text. |

with copy to

|  |  |
| --- | --- |
| Address: | Click here to enter text. |
| Phone: | Click here to enter text. |
| Fax: | Click here to enter text. |
| Email: | Click here to enter text. |

If to Stable Tone:

|  |  |
| --- | --- |
| Address: | Unit 10-18, 32⁄F, Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong |
| Phone: | +852.2824.8694 |
| Fax: | +852.3972.2211 |
| Email: | rra-notices@nic.世界  |
|  |  |

* 1. **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 Registered Name Holder. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.
	2. **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.
	3. **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, internet outage, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such interference, provided that such party uses commercially reasonable efforts to avoid or remove such causes of non-performance as soon as possible.
	4. **Amendments.** No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. Any amendment, supplement, or modification in contravention of this Section 10.6 shall be null and void.
	5. **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.
	6. **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 hereof.
	7. **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.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date signed.

|  |  |  |
| --- | --- | --- |
| Stable Tone Limited |  | [Registrar]: |
| **X** |  |  | **X** |  |
| Name: | Click here to enter text. |  | Name: | Click here to enter text. |
| Title: | Click here to enter text. |  | Title: | Click here to enter text. |
| Date: | Click here to enter text. |  | Date: | Click here to enter text. |

Exhibit A

**REGISTRAR TOOL KIT**

The Registrar Tool Kit consists of a working API and samples. These can be used to implement the EPP protocol that is used to communicate between the Registry System and Registrar (the “Registry-Registrar Protocol”) and accompanying documentation. The Tool Kit includes information on assembling and forwarding XML requests (Registration Events) to Stable Tone for processing, and a reference implementation that conforms to the Registry-Registrar Protocol.

The Tool Kit documentation describes the Registry-Registrar Protocol specification, including the commands to be sent to the Registry System to support domain registration events, as well as responses that may be returned by Stable Tone.

The documentation also describes the software package hierarchy and an explanation of the defined objects and methods (including calling parameter lists, and expected response behaviour).

Exhibit B

**REGISTRATION FEES**

# Domain-Name Registration Fee

Stable Tone will charge a fee per year for each domain name registered in the .世界 Registry, as set forth in the .世界 RFP, as amended from time to time (the “RFP”). The RFP, and any amendments thereto, will be available to Registrars at <http://www.stabletone.com/en/submit_name>. The RFP is subject to change in accordance with the Registry Agreement (<https://www.icann.org/resources/agreement/xn--rhqv96g-2013-09-11-en>) at any time and all Registration Fees for all domain years requested shall be paid in full by the Registrar in advance at the time of Registration.

# Domain-Name Renewal Fee

Registrar shall pay a fee per year for each domain name registration renewal (the “Renewal Fee”) in the .世界 Registry, and such fee is set forth in the RFP. The Renewal Fee for all domain years requested shall be paid in full by the Registrar in advance at the time of Renewal.

# Fees for Transfers of Sponsorship of Domain-Name Registrations

Where the sponsorship of a .世界 domain name is transferred from one ICANN-accredited registrar to another ICANN-accredited registrar, the receiving registrar is required to secure at least a one year renewal for the name. In connection with that extension, Registrar shall pay a Renewal Fee. 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.

# ICANN Variable Fees

The pricing for initial and renewal registrations set forth above shall not reflect Variable Registry

Level Fees paid by Stable Tone to ICANN in accordance with Section 7.2(c) of the Registry

Agreement between Stable Tone and ICANN. These amounts will be invoiced separately, per

Section 4.4 of this Agreement.

# Bulk Transfer Fee

For a bulk transfer approved by ICANN under Part B of Transfer Policy, Stable Tone will charge the gaining registrar US $0 (for transfer of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names).