

CoCCA REGISTRAR AGREEMENT

This Registry Support Agreement ("**Agreement**") is entered into as of the last date written below by and between the Council of Country Code Administrators Incorporated ("**CoCCA**"), with offices at 11a Wynyard Street Devonport, Auckland, New Zealand, and [] ("**REGISTRAR**"), an entity organized under the laws of [] with offices at [].

Together, CoCCA and Registrar are referred to herein as the "Parties" and each individually as "Party".

RECITALS

WHEREAS, CoCCA has been authorized by the designated Sponsoring Organization for the Top Level Domains, AF, CX, KI, MU, NF, GS, GY, HT, TL, SB and HN to grant Registrars access to the TLD registry for the purpose of processing domain name applications and managing a portfolio of approved domains.

WHEREAS CoCCA wishes to charge Registrar for its Registry Services in a predictable, convenient and economical manner to REGISTRAR;

WHEREAS Registrar wishes make available to it's customers (Registrants and / or Resellers) domains in the AF, CX, KI, MU, NF, GS, GY, HT, TL, SB and HN TLDs.

NOW THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with full intention to be legally bound, the Parties hereby AGREE as follows:

TERMS AND CONDITIONS

1. CoCCA'S OBLIGATIONS

1.1. Registry Services. In its capacity as a provider of Registry Services to the applicable TLD Sponsoring Organization, CoCCA will be responsible for the following, which shall herein be referred to as "**Registrar Support Services**":

- (a) make available to the REGISTRAR basis the TLD Shared Registry system on a continuous basis - by both a web based GUI or an EPP API.
- (b) ensure the SRS software complies with technical standards mandated by ICANN.
- (c) escrow the REGISTRAR SRS data in accordance with ICANN's standards.
- (d) propagate the TLD zones files via the internet root servers.
- (e) recognize the registrar in the TLD's official WHOIS server.
- (f) provide registrar with a convenient method of purchasing domain credits online.
- (g) give REGISTRAR 35 days notice of any changes to fees for Registrar Support.

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Services.

3. REGISTRAR'S OBLIGATIONS

3.1. Policy, REGISTRAR will ensure that Registrants are made aware of and comply with applicable TLD policy (including any applicable Complaint Resolution Mechanisms).

3.2. Registrar Policy, REGISTRAR will comply with TLD policy related to the accuracy and completeness all data lodged with the registry.

3.3. Fees to CoCCA, REGISTRAR will pay to CoCCA a registry fee for each registration and renewal (and where applicable, transfer, restoration or other fees levied by CoCCA for Registrar Support Services).

4. REPRESENTATIONS WARRANTIES AND COVENANTS;

4.1. (a) REGISTRAR Representations Warranties, Covenants. REGISTRAR represents, warrants, and covenants that it has the full and unrestricted right to enter into this Agreement and to grant the rights discussed herein, and it is not aware of any prohibition in any agreement to which REGISTRAR is a part which is in conflict herewith; and

(b) CoCCA Representations Warranties, Covenants. CoCCA represents, warrants, and covenants that

(i) it has the infrastructure, resources, experience, power and authority to enter into and to perform the obligations of this Agreement, and the execution and performance of this Agreement by CoCCA does not, and shall not, violate any agreements, rights or obligations between CoCCA and any third party; and

(ii) CoCCA is and shall remain in compliance with all applicable licenses, permits and regulatory requirements, and will promptly comply with reasonable requests by REGISTRAR to evidence such compliance.

(iii) CoCCA's Registry Services shall be performed in a workmanlike manner;

(iv) CoCCA shall implement appropriate technical and organizational measures to protect data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of use and/or processing, and in any event only as reasonably necessary to perform its obligations under this Agreement.

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(iv) CoCCA shall treat all registrars equally.

4.2. Indemnity.

In addition to other remedies available to either party under this agreement, each party shall indemnify and hold harmless the other party, its shareholders, directors, officers, members, managers, agents, employees, contractors, and attorneys from and against any and all Losses arising out of or relating to a breach by such party of any provision of this Agreement.

5. TERM AND TERMINATION

5.1. Initial Term. The Initial Term of this Agreement will begin on the latest date written on the signature page below. The Initial Term will end on the last day of the calendar month one (1) year after the Initial Term began.

5.2. Subsequent Terms; Termination. This Agreement will automatically renew after the Initial Term for additional one (1) year terms (each additional term being a "**Subsequent Term**") until and unless either Party provides written notice of non-renewal sixty (28) days or more prior to the end of the Initial Term. Either Party may terminate at any time, and for any reason on 28 days notice. In the event of Termination by CoCCA, any funds remaining on deposit will be returned to the Registrar with 28 days of termination, the domain portfolio will be placed into an escrow registrar until such time as Registrant's organize transfer to a new Registrar.

6. LIMITATION OF LIABILITY; NO WARRANTY.

6.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE OF ANY KIND—INCLUDING LOST PROFITS (WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES)—BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE PARTY MAY FORESEE SUCH POSSIBLE DAMAGES. HOWEVER, NONE OF THESE LIMITATIONS SHALL APPLY TO ANY OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD HARMLESS EXPRESSLY ASSUMED BY A PARTY UNDER THIS AGREEMENT IN CONNECTION WITH A CLAIM ASSERTED BY ANY THIRD PARTY. AND AS OTHERWISE PROVIDED FOR ELSEWHERE IN THIS AGREEMENT.

7. NOTICES

7.1. Notice Addresses. Whenever any notice or demand is to be given under this Agreement, the notice must be in writing and addressed to the Parties at their addresses below:

Initials: CoCCA _____
REGISTRAR: _____

If to CoCCA: **Council of Country Code Administrators Incorporated**
11a Wynyard Street, Devonport
Auckland NZ, 0624

If to Registrar:

8. DISPUTE RESOLUTION; GOVERNING LAW/FORUM SELECTION

8.1. Mandatory Arbitration. Any dispute arising out of or relating to the Agreement that cannot be amicably settled by direct negotiations between the Parties will be submitted to final and binding arbitration to the CoCCA Ombudsman.

8.2. Governing Law/Forum Selection. This Agreement is governed by the laws of New Zealand, without regard to conflict of laws principles.

9. GENERAL PROVISIONS

9.1. Assignment/Delegation. Each party enters into this Agreement based on the unique qualifications of the other party. Accordingly, except as expressly provided for in this Agreement, neither this Agreement, nor the rights or obligations hereunder may be assigned or delegated by either party and any purported assignment of rights or delegation of duties by either party will be of no force or effect.

9.2. Full Integration. This Agreement constitutes the entire agreement between the Parties related to the subject matter herein. No prior or contemporaneous written, oral, or electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior oral, electronic, or written agreements, negotiations, or representations by or between the Parties relating to the subject matter of this Agreement.

9.3. Amendments in Writing. No amendment, modification, or supplement to this Agreement will be effective unless it is in writing and signed by authorized representatives of both Parties.

9.4. Severability. If any provision of this Agreement is held invalid, unenforceable or void, the remainder of the Agreement will not be affected thereby and will continue in full force and effect.

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9.5. Relationship Between the Parties. The Parties are not partners or joint ventures and there is no employment relationship between them.

9.6. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties AGREE to the above terms, and to be bound by this Agreement, as of the last date written below:

Council of Country Code Administrators Incorporated.

By: _____

Name: _____

Title: _____

Date: _____

REGISTRAR

By: _____

Name: _____

Title: _____

Date: _____

Initials: CoCCA _____
REGISTRAR: _____