

## **MASTER REGISTRAR ACCESS AGREEMENT**

This Master Registrar Access Agreement (the "Agreement") is dated as of [REDACTED], 2004 ("Effective Date") by and between Afilius Limited, an Irish limited company, with its headquarters at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, Ireland ("Afilius"), and [REDACTED], a [REDACTED] corporation, with its principal place of business located at [REDACTED] ("Registrar"). Afilius and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Afilius is engaged in the services of facilitating Internet domain name registrations in certain country-code top level domains ("ccTLDs");

WHEREAS, Registrar desires to access Afilius's system in order to register domain names and perform other functions in the ccTLDs;

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

### **1. DEFINITIONS**

- 1.1. "DNS" refers to the Internet Domain Name System.
- 1.2. "Registrant" means the holder of a Registered Name.
- 1.3. The "Licensed Product" refers to the Registrar Toolkit, as defined herein, as amended, updated or otherwise modified in any manner from time to time, and all documentation associated therewith.
- 1.4. "Registry System" means the registry system operated by Afilius for Registered Names in the ccTLD, including, without limitation, the Registrar Toolkit, as well as updates and redesigns thereof, all in accordance with Afilius' standard specifications, as amended from time to time.
- 1.5. "Registry" shall mean a third party organization authorized to and responsible for administering a specific ccTLD.
- 1.6. "Registered Name" means each domain name registration, renewal or extension registered and/or maintained through the Registry System.
- 1.7. "Schedules" shall mean the document(s) referenced in this Agreement pertaining to particular ccTLD(s). Schedules may be added from time to time by mutual agreement of the Parties and upon such Agreement shall be deemed to be incorporated by reference into this Agreement.
- 1.8. "ccTLD" shall mean the top-level domain(s) (and all subdomain(s) thereunder, if applicable) in the DNS as set forth on the Schedule(s) hereto.
- 1.9. 'Online Service and Fee Schedule' is the schedule of service and fees published on Afilius' website at: [www.afilius-grs.info](http://www.afilius-grs.info) .

### **2. OBLIGATIONS OF THE PARTIES**

**2.1. System Operation and Access.** Throughout the Term of this Agreement, Afilius shall operate the Registry System and provide Registrar with access to the Registry System enabling such Registrar to transmit domain name registration information for the ccTLD to the Registry System according to a protocol specified by Afilius (the "Protocol"). Access to the Registry System is

conditioned upon Registrar achieving and maintaining all technical and other certifications required by Afiliias and Registry.

**2.2. Delivery of Registrar Toolkit.** Within 60 days after the Effective Date, Afiliias shall provide to Registrar reference client software, with documentation, that will enable Registrar to develop its respective systems to submit registrations of domain names through the Registry System for the ccTLD (the "Registrar Toolkit").

**2.3. Data Submission Requirements and Data Maintenance.** As part of its registration of domain names in the ccTLD during the Term, Registrar shall ensure that all Registrants submit the data elements required by Afiliias and the Registry using the Protocol concerning domain name registrations processed through the Registry System ("Data Elements"). In addition to the foregoing, Registrar shall maintain its own customer data. Registrars shall not provide identical Registrar-generated <authinfo> codes for domain names registered by different Registrants with the same Registrar. Afiliias 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 included in the Registrar toolkit provided by Afiliias. The Registrar shall be required to provide the Registrant with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registrant regarding access and/or modification within 10 days. Failure of Registrar to timely respond to a Registrant authorization code inquiry shall constitute an incurable material breach of this Agreement.

**2.4. License.** Registrar grants Afiliias a non-exclusive irrevocable right and license to use the Data Elements for the purposes of operating the registry for each applicable ccTLD and performing Afiliias' obligations under this Agreement, and for all other purposes related to Afiliias' business and operations. Registrar acknowledges and agrees that such Data Elements shall be transmitted to the Registry for each applicable ccTLD.

**2.5. Additional Registrar Obligations.** As a condition of Afiliias providing Registrar with access to the System, Registrar agrees to the following terms:

**2.5.1. Secure Connection.** Registrar agrees to 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. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Each Protocol session shall be authenticated and encrypted as specified by Afiliias. Registrar agrees that it shall disclose any password provided by Afiliias only to its employees with a need to know. Registrar agrees to notify Afiliias within four hours of learning that any such password has been compromised in any way or if the digital certificate or encryption key used for secure communication with Afiliias has been revoked by the issuing Certification Authority or compromised in any way.

**2.5.2. Domain Name Lookup Capability.** Registrar agrees to employ in its domain name registration business Afiliias' domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

**2.5.3. Compliance with Terms, Conditions Restrictions and Requirements.** Registrar agrees to comply with the terms, conditions, restrictions and requirements referenced on the applicable Schedules as may be amended from time to time. Further, Registrar agrees to comply with terms and conditions (or amendments and modifications thereto) required by each applicable Registry in connection with any of the services provided hereunder. Such policies shall be found at the website of each Registry. For Registrar convenience, the current URLs for such websites are listed on the Schedules. Although this information is believed to be correct, it is not guaranteed, and Registrar is solely responsible for ascertaining the contents of any such policies and any amendments or modifications thereto. Such Registry policies shall be binding to the extent not inconsistent with the terms and conditions set forth herein. Registrar agrees that, by continuing to

access the System or otherwise place orders for services provided hereunder after amendments or modifications to the applicable Registry policies become effective, Registrar has agreed to such amendments or modifications. Registrar agrees that if it does not agree to any such amendment or modification, it may terminate this Agreement, in whole or with respect to the specific ccTLD, in accordance with the termination provisions set forth below. Neither Afilias nor any Registry will refund any fees paid by Registrar upon such termination. Registrar represents and warrants that any order it submits for Registrations or other services provided hereunder shall be compliant with all applicable Registry policies, terms and conditions. Further, Registrar agrees to comply with all terms, conditions, restrictions or requirements established by Afilias from time to time, including without limitation any designed to ensure sound operation of the Registry System.

**2.5.4. Resolution of Technical Problems.** Registrar agrees to 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 Protocol and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry System or other emergency, Afilias may, in its sole discretion, temporarily suspend access to the Registry System.

**2.5.5 Registry Policies Applicable to Registrants.** Registrar shall require each Registrant to accept the applicable Registry's domain name policies applicable to domain name registrations as specified in the Schedules or as may be otherwise specified by Registry from time to time. Registrar shall make such policies available to Registrants on its web site.

**2.5.6. Indemnification Required of Registrants.** Registrar shall require each Registrant of a domain name in the ccTLD to indemnify, defend and hold harmless Afilias and each applicable Registry, their subsidiaries, affiliates, subcontractors and agents, and the respective 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 such Registrant's domain name registration or the use of any domain names registered in the ccTLD by or on behalf of such Registrant.

**2.5.7. Prohibited Conduct.** Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used for (i) the transmission of unsolicited e-mail to entities other than Registrar's Registrants; (ii) high volume, automated, electronic processes that apply to Afilias for large numbers of domain names; or (iii) high volume, automated, electronic, repetitive queries for the purpose of extracting data.

**2.5.8. Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the time shown in Afilias' records shall control.

**2.5.9. Rights in Data.** Registrar shall not be entitled to claim any intellectual property rights in data supplied to the Registry System.

### **3. LICENSE**

**3.1. License Grant.** Subject to the terms and conditions of this Agreement, Afilias hereby grants Registrar a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product to facilitate domain name registration services in the ccTLD only and for no other purpose.

**3.2. Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of Afilias, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and

agents of Registrar for use in Registrar's domain name registrar business, or (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product. In no event shall Registrar use or permit use of the Licensed Product in violation of any national, regional, federal, state or local rule, regulation or law, or order of a court of competent jurisdiction, or for any unlawful purpose.

**3.3. Changes to Licensed Materials.** Afiliias may from time to time make modifications to the Licensed Product licensed hereunder. Afiliias will, to the extent reasonably possible, provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the Licensed Product.

#### **4. SUPPORT AND TECHNICAL SERVICES**

**4.1. Technical Support.** During the Term of this Agreement, Afiliias agrees to provide Registrar with reasonable technical telephone and e-mail support to address engineering issues arising in connection with the System. Such support shall be provided in the English language during Afiliias' scheduled ccTLD Technical Support hours.

**4.2. Customer Service Support.** During the Term of this Agreement, Afiliias agrees to provide Registrar with reasonable telephone and e-mail customer service support to address non-technical issues relating to the System and its operation. Such support shall be provided in the English language during Afiliias' scheduled ccTLD customer service hours.

**4.3. No Support for Registrants.** In no event shall Afiliias be obligated to provide support for Registrants.

#### **5. FEES**

**5.1. Registration Fees.** During the Term, Registrar agrees to pay Afiliias the fees set forth on and in accordance with the service and fee schedule published in Afiliias' "Online Service and Fee Schedule". Subject to any applicable grace periods, such fees shall be non-refundable unless otherwise expressly set forth on the Online Service and Fee Schedule. All fees are due immediately upon Registration, or provision of other services by Afiliias, pursuant to a deposit account or other acceptable credit terms approved by Afiliias. All payments shall be made in US dollars, and all taxes, duties, fees and other governmental charges of any kind (excluding taxes based on the net income of Afiliias) shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against the fees due to Afiliias. Afiliias may, in its sole discretion, modify the Online Service and Fee Schedule from time to time to accommodate new pricing or the addition, elimination and/or modification of services. Registrar agrees that the most recent version of the Online Service and Fee Schedule, when published, shall supersede all previous versions thereof as of the published effective date thereof (the "Schedule Effective Date"). Such Schedule Effective Date shall be at least 30 days after the publication date. Registrar agrees that it shall be bound by any new version of the Online Service and Fee Schedule as of the Schedule Effective Date; provided, however, that if Registrar does not wish to be bound thereby, Registrar may terminate this Agreement, in whole or with respect to the specific ccTLD affected by the modifications to the Online Service and Fee Schedule, by notifying Afiliias in writing no later than the Schedule Effective Date.

**5.2. Non-Payment of Registration Fees.** Timely payment of fees owed to Afiliias hereunder is a material condition of performance under this Agreement. If at any time during the term hereof Registrar's deposit account balance is fully depleted, or if Registrar breaches the conditions of any credit terms agreed to by Afiliias, Afiliias may stop accepting new registrations from Registrar and/or delete the domain names associated with any invoices not paid in full from the Registry System database and/or suspend Registrar's access to the Registry System.

## **6. TERM OF AGREEMENT AND TERMINATION.**

**6.1 Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with the terms of this Agreement.

**6.2 Termination For Cause.** In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not 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.

**6.3 Termination Upon Termination of Agreement with Registry.** This Agreement shall terminate immediately with respect to a specific ccTLD in the event Afiliias' agreement with Registry for such ccTLD is terminated. Further, this Agreement shall terminate immediately with respect to a specific ccTLD in the event that Registrar's accreditation with such Registry terminates.

**6.4 Termination in the Event of Bankruptcy.** Either Party may terminate this Agreement if the other Party is adjudged bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to bankruptcy, 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, and such proceedings are not dismissed within thirty (30) days of commencement.

**6.5 Termination for Convenience.** Either Party may terminate this Agreement in its entirety or with respect to a particular ccTLD for convenience upon not less than 90 days prior written notice to the other Party.

**6.7 Effect of Termination.** Immediately upon any expiration or termination of this Agreement, Registrar agrees, and hereby authorizes Afiliias and Registry to take all actions required, to (i) transfer its sponsorship of domain name registrations to another licensed registrar, in compliance with any procedures established or approved by each Registry for which Registrar has agreed to accept domain name registrations, as appropriate, and (ii) either return to Afiliias or certify to Afiliias the destruction of all Licensed Products, data, software and documentation it has received under this Agreement.

**6.8 Registrant Notification.** In the event of breach or termination of this agreement, Afiliias and the Registry reserve the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registered Names to other accredited registrars.

**6.9 Survival.** In the event of termination of this Agreement, the following Sections shall survive: 2.4, 2.5, 5, 6.7, 6.8, 7, 8, 9 and 10. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

## **7. LIMITATION OF LIABILITY.**

EXCEPT AS SET FORTH IN THIS AGREEMENT, REGISTRAR AGREES THAT NEITHER PROVIDER NOT ANY REGISTRY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF ANY DOMAIN NAMES IN ANY ccTLD, (b) INTERRUPTION OF BUSINESS, (c) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SYSTEM, (d) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (e) EVENTS BEYOND PROVIDER'S OR REGISTRY'S REASONABLE CONTROL. IN NO EVENT WILL PROVIDER OR ANY REGISTRY BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF

PROVIDER OR ANY REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF AFILIAS AND ALL REGISTRIES EXCEED THE TOTAL AMOUNT PAID BY REGISTRAR HEREUNDER DURING THE SIXTY (60) DAY PERIOD THAT IMMEDIATELY PRECEDES THE ACT THAT GAVE RISE TO SUCH LIABILITY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, THE LIABILITY OF PROVIDER AND THE REGISTRIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **8. REPRESENTATIONS AND WARRANTIES**

**8.1 Registrar.** Registrar represents and warrants that: (1) it is a legal entity duly formed, validly existing and in good standing under the law of the jurisdiction of formation, (2) it has all requisite legal power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (4) 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.

**8.2 Afiliias.** Afiliias represents and warrants that: (1) it is a Limited Company duly formed, validly existing and in good standing under the laws of Ireland, (2) it has all requisite legal power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Afiliias, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Afiliias in order for it to enter into and perform its obligations under this Agreement.

**8.3 Disclaimer of Warranties.** The Registry System is provided "as-is" and without any warranty of any kind. PROVIDER AND EACH REGISTRY EXPRESSLY DISCLAIM 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. NEITHER PROVIDER NOR ANY REGISTRY WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRY SYSTEM WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRY SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRY SYSTEM WILL BE CORRECTED. FURTHERMORE, NEITHER PROVIDER NOR ANY REGISTRY WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRY SYSTEM OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRY SYSTEM PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

## **9. INDEMNIFICATION.**

Registrar, at its own expense will indemnify, defend and hold harmless Afiliias and each Registry, their subsidiaries, affiliates, subcontractors and agents, and the respective employees, directors, officers, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against such party based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to Registrant's domain name registration or the use of any domain names registered in the ccTLD by or on behalf of such Registrant, (iii) relating to any agreement between Registrar and an Registrant; or (iv) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, verification of domain name restrictions process, systems and other processes, fees charged, billing practices and customer service.

**10. MISCELLANEOUS.**

**10.1. Third Party Beneficiaries; Relationship of The Parties.** Except as provided in the preceding sentence, this Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registrant, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

**10.2. Force Majeure.** Neither Afilias nor any Registry shall be responsible for any failure to perform any obligation or provide service hereunder (except for any payment obligations) because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion.

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

**10.4. Amendment in Writing.** Except as otherwise provided herein, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties.

**10.5. Dispute Resolution; Choice of Law; Venue.** This Agreement is to be construed in accordance with and governed by the internal laws of Ireland without giving effect to any choice of law rules. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any court located in Ireland. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in Ireland in connection with any such legal proceeding.

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

if to Registrar:


with a copy to:


if to Afilias:

Afilias Limited  
Office 110  
52 Broomhill Road  
Tallaght  
Dublin 24  
Ireland  
Attention: CEO  
Fax: +353 1 431 0557  
Email: ceo@afilias.info

with a copy to:

Afilias Limited  
C/o Afilias USA, Inc.  
Building 3, Suite 105  
300 Welsh Road  
Horsham, PA 19044  
USA  
Attention: Legal Dept.  
Fax: +1 215 706 5701  
Email: legal@afilias.info

**10.7. Assignment/Sublicense.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement, in whole or in part, to any third person without the prior written consent of Afilias.

**10.8. Confidential Information.** Registrar agrees and acknowledges that the terms and conditions of this Agreement, including without limitation the Schedules, are the confidential and proprietary information of Afilias ("Confidential Information"). Accordingly, Registrar agrees that, during the Term of this Agreement and thereafter, Registrar shall restrict disclosure of such Confidential Information to its employees, consultants or independent contractors with a need to know and not disclose such Confidential Information to any other party without prior written approval of Afilias. Notwithstanding the foregoing, it shall not be a breach of this Agreement for Registrar to disclose Confidential Information if required to by law or in a judicial or other governmental investigation proceeding, provided that Afilias has been given prior notice.

**10.9. Press Releases; Public Statements; Disclosure of Terms.** Except for such disclosures as are required by law, no public announcements or other public statements (including in any press conference, trade publication, marketing materials or otherwise), and no disclosure to any third party with respect to the existence, subject matter and/or terms of this Agreement shall be made by Registrar without the prior written approval of Afilias.

**10.10. Delays or Omissions; Waivers.** No failure on the part of Afilias or any Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of Afilias or any Registry 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 Afilias nor any Registry 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.



**10.11. Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

**10.12. Intellectual Property.** 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. Registrar specifically acknowledges that Afilias owns all right, title and interest in the Licensed Products and Registry System/.

**10.13. Entire Agreement; Severability.** This Agreement, including all exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

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

Afilias Limited

[Registrar]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_