

.AG REGISTRAR ACCESS AGREEMENT

Option B

This .AG Registrar Access Agreement (the "Agreement") is dated as of _____, 200__ ("Effective Date") by and between Afilias Limited, an Irish limited company, with its headquarters at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, Ireland ("Afilias"), and _____, a _____ [jurisdiction] corporation, with its principal place of business located at _____ ("Registrar"). Afilias and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Afilias is engaged in the services of facilitating Internet domain name registrations in the .AG country-code top level domain;

WHEREAS, Registrar desires to access Afilias's system in order to register domain names and perform other functions in the .AG TLD;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Afilias 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 in paragraph 2.2 below, 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 Afilias for Registered Names in the ccTLD, including, without limitation, the Licensed Product, as well as updates and redesigns thereof, all in accordance with Afilias' standard specifications, as amended from time to time.

1.5. "Registry" shall mean, jointly, Nic AG Ltd. and Nic AG LLC

1.6. "Registered Name" means each domain name registration, renewal or extension registered and/or maintained through the Registry System.

1.7. "ccTLD" shall mean the .AG top-level domains (and all subdomain(s) thereunder, if applicable) in the DNS.

2. OBLIGATIONS OF THE PARTIES

2.1. System Operation and Access. Throughout the Term of this Agreement, Afilias 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 in accordance with procedures specified by Afilias from time to time, including, without limitation, a registry-registrar protocol as specified by Afilias from time to time (the "Protocol"). Access to the Registry System is conditioned upon Registrar achieving and maintaining all technical and other certifications required by Afilias and Registry.

2.2. Delivery of Registrar Toolkit. Within 60 days after the Effective Date, Afilias 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"). Further, in the event Afilias changes the Protocol, Afilias shall provide an updated Registrar Toolkit to Registrar at least thirty (30) days prior to the go live date for the new Protocol.

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 Afilias and the Registry concerning domain name registrations processed through the Registry System ("Data Elements") using the Protocol, or other procedure specified by Afilias. 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. Afilias 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 Provider.

2.4. License. Registrar grants Afilias 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 Afilias' obligations under this Agreement. 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 Afilias 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 Afilias. Registrar agrees that it shall disclose any password provided by Afilias only to its employees with a need to know. Registrar agrees to notify Afilias 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 Afilias 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 Afilias' 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 shall at all times during the term of this Agreement maintain its status as an accredited registrar of the Registry pursuant to a Registrar Accreditation Agreement between Registrar and the Registry. Registrar hereby agrees and shall cause each Registrant to agree to the policies located at <http://www.nic.ag>, as amended from time to time, and such other policies put into effect by Registry from time to time. Such policies may include, without limitation, dispute resolution policies, transfer policies and eligibility requirements. 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 to ensure the sound operation, security and stability 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 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 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. Afilias may from time to time make modifications to the Licensed Product licensed hereunder. Afilias 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, Afiliás agrees to provide Registrar with reasonable technical telephone and e-mail support to address engineering issues arising in connection with the Registry System. Such support shall be provided in the English language during Afiliás' scheduled ccTLD Technical Support hours.

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

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

5. FEES – Collected By Registry

5.1. Registration Fees. During the Term, Registrar agrees to pay the fees (the "Fees") set forth on and in accordance with the service and fee schedule published at <http://www.nic.ag/> (the "Fee Schedule"), which may be amended from time to time in the sole discretion of the Registry. Subject to any applicable grace periods, such fees shall be non-refundable unless otherwise expressly set forth on the Fee Schedule.

5.2. Payment. Registrar shall pay all Fees due hereunder to Registry pursuant to Registry's policies. Registry shall maintain a deposit account on Registrar's behalf with Afiliás. It shall be Registrar's obligation at all times to ensure that such deposit account remains funded at a sufficient level to cover fees due to Afiliás incurred on a real-time basis. If at any time during the term hereof Registrar's deposit account balance established by Registry with Afiliás is fully depleted, Afiliás may (i) stop accepting new registrations from Registrar, (ii) delete the domain names associated with any invoices not paid in full from the Registry System database, (iii) suspend Registrar's access to the Registry System; and/or (iv) pursue any other legal remedy available under this contract or otherwise. Upon termination of this Agreement, any surplus funds in the deposit account established by Registry on Registrar's behalf (after deducting all amounts owed to Afiliás) shall be returned to Registry.

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. Notwithstanding the foregoing, Afiliás reserves the right at any time to suspend or terminate Registrar's access to the Registry System immediately to protect the integrity and security of the Registry System.

6.3 Termination Upon Termination of Agreement with Registry. This Agreement shall terminate immediately with respect to the ccTLD in the event Afilias' agreement with Registry for the ccTLD is terminated. Further, this Agreement shall terminate immediately with respect to the 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 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 Afilias 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 Afilias or certify to Afilias 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, Afilias 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 AFILIAS NOR REGISTRY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF ANY DOMAIN NAMES IN THE 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 AFILIAS' OR REGISTRY'S REASONABLE CONTROL. IN NO EVENT WILL AFILIAS OR 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 AFILIAS OR REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF AFILIAS AND REGISTRY 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 Licensed Product is provided "as-is" and without any warranty of any kind. AFILIAS AND 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 AFILIAS NOR REGISTRY WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, NEITHER AFILIAS NOR REGISTRY WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE LICENSED PRODUCT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE LICENSED PRODUCT 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. 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 Afiliias nor 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 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 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.

Afflias Limited

[Registrar]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____