

Registry-Registrar Agreement

BV Dot TK
P.O. Box 11774
1001 GT Amsterdam
Netherlands

Registry office is located in the United Kingdom:

Dot TK Limited
8 Berwick Street
London W1F 0PH
United Kingdom

Phone number: +44 20 7734 9596
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This Registry-Registrar Agreement (the "Agreement") is between BV Dot TK, a company organized under the laws of the Netherlands, and its daughter company Dot TK Limited, organized under the laws of the United Kingdom, with its principal place of business located at 8 Berwick Street, London W1F 0PH, United Kingdom, and [Registrar's name] _____, a [jurisdiction and type of organization] _____, with its principal place of business located at [Registrar's location] _____ ("Registrar").

WHEREAS, Registry Operator has entered a Registry Agreement with the Government of Tokelau to operate a shared registration system, ccTLD nameservers, and other equipment for the .TK top-level domain;
WHEREAS, multiple registrars will provide Internet domain name registration services within the .TK top-level domain;

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

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1. The "APIs" are the application program interfaces by which Registrar may interact, through a public encrypted TCP/IP connection, with the Registry System.
- 1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.
- 1.3. "DNS" means the Internet domain name system.
- 1.4. The "Effective Date" shall be the date on which the Agreement is first executed by both parties.
- 1.5. "Personal Data" refers to data about any identified or identifiable natural person.
- 1.6. "Registered Name" refers to a domain name within the domain of the Registry ccTLD, whether consisting of two or more (e. g., john. smith. name) levels, about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a ccTLD zone file (e. g., a registered but inactive name).
- 1.7. "Registered Name Holder" means the holder of a Registered Name.
- 1.8. The "Remote Registration API" comprises the items described in Exhibit A.
- 1.9. "Registry License Agreement" means the Registry License Agreement between Registry Operator and the Government of Tokelau dated January 31st, 2001 for the operation of the Registry ccTLD.

- 1.10. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry ccTLD 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.
- 1.11. "Registry ccTLD" means the .TK ccTLD.
- 1.12. "Registry Services" means services provided as an integral part of the operation of the Registry ccTLD, including all subdomains in which Registered Names are registered. In determining whether a service is integral to the operation of the Registry ccTLD, consideration will be given to the extent to which the Registry Operator 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 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 Registry ccTLD, dissemination of ccTLD zone files, operation of the Registry ccTLD zone servers, dissemination of contact and other information concerning domain-name and nameserver registrations in the Registry ccTLD.
- 1.13. The "Registry System" means the system operated by Registry Operator for Registered Names in the Registry ccTLD.
- 1.14. "Term" means the term of this Agreement, as set forth in Subsection 9.1.
- 1.15. A "ccTLD" means a country-code top-level domain of the DNS.
- 1.16. "Government of Tokelau" means the central Government of the country Tokelau, its Ministry of Telecommunications and Teletok Corporation, the governmental telecommunications company.

1.17. "ICANN" is the Internet Corporation for Assigned Names and Numbers, having its Corporate Headquarters in California, USA.

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

2. OBLIGATIONS OF REGISTRY OPERATOR

- 2.1. **Access to Registry System.** Throughout the Term of this Agreement, Registry Operator shall provide Registrar with access as a registrar to the Registry System that Registry Operator operates according to its arrangements with the Government of Tokelau. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and the Government of Tokelau.
- 2.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, Government of Tokelau requirements, and Registry Operator requirements authorized by the Government of Tokelau, Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.
- 2.3. **Remote Registration API; License.** No later than three business days after the Effective Date, Registry Operator shall provide to Registrar a copy of the Remote Registration API, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the term and purposes of this Agreement, all components owned by or licensed to Registry Operator in and to the APIs, any reference client software and any other intellectual property included in the Remote Registration API, as well as updates and redesigns thereof, to provide domain name registration services in the Registry ccTLD only and for no other purpose.
- 2.4. **Changes to System.** Registry Operator may from time to time make modifications to the Remote Registration API or other software or materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least thirty days notice prior to the implementation of any material changes to the Remote Registration API or software licensed hereunder.
- 2.5. **Handling of Personal Data.** Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

3. OBLIGATIONS OF REGISTRAR

- 3.1. **Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.
- 3.2. **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 holder of the name. The form of an initial and amended Registrar's registration agreement is furnished to the Registry Operator fourteen (14) calendar days in advance of the use of such registration agreement. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.
- 3.3. **Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and its 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. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.
- 3.4. **Compliance with Terms and Conditions.** Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, all of the following:
- 3.4.1. Standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry License Agreement; and
- 3.4.2. Operational standards, policies, procedures, and practices for the Registry ccTLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, shall be effective upon thirty days notice by Registry Operator to Registrar.

- 3.5. Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry ccTLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the ccTLD zone files and as otherwise required in Registry Operator's operation of the Registry ccTLD.
- 3.6. Security.** Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, except as reasonably necessary to register domain names or modify existing registrations.
- 3.7. Resolution of Technical Problems.** Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Remote Registration API, the APIs and the systems of Registry Operator in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.
- 3.8. 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 control.
- 3.9. Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the policy set forth in Exhibit B. When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with the requirements of Exhibit B.

3.10. **Restrictions on Registered Names.** Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

4. FEES

- 4.1. **Amount of Registry Operator Fees.** Registrar agrees to pay Registry Operator the fees set forth in Exhibit C for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right to revise the Fees prospectively upon thirty days notice to Registrar.
- 4.2. **Payment of Registry Operator Fees.** Registry Operator will invoice Registrar monthly in arrears for the Fees incurred by Registrar in the month. All Fees are due immediately upon receipt of Registry Operator's invoice.
- 4.3. **Non-Payment of Fees.** Registrar's timely payment of Fees is a material condition of Registry Operator's obligations under this Agreement. In the event that Registrar fails to pay its Fees within five days of the date when due, Registry Operator may do any or all of the following: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (iv) pursue any other remedy under this Agreement.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

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

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

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

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

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

the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure.

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

5.2. Intellectual Property

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

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, 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.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. **Indemnification.** Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any affiliate of Registry Operator based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. Registry Operator shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for Registry Operator'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 Operator'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 Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. **Representation and Warranty.** Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of the state of [_____] (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 is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

6.3. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4. Disclaimer of Warranties. THE REMOTE REGISTRATION API IS PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REMOTE REGISTRATION API WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REMOTE REGISTRATION API WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REMOTE REGISTRATION API WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REMOTE REGISTRATION API OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REMOTE REGISTRATION API PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

7. DISPUTE RESOLUTION

7.1. 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 the Netherlands. 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 days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in the Netherlands; 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 the state or federal courts in the Netherlands, which shall not be a waiver of this arbitration agreement.

8. TERM AND TERMINATION

8.1. 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 months after the Effective Date. In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are made Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination from Registrar within such fifteen-day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

8.2. Termination. This Agreement may be terminated as follows:

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

8.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Registry Operator thirty days notice of termination.

8.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry Operator's Registry Agreement with the Government of Tokelau is terminated or expires without entry of a subsequent Registry Agreement with the Government of Tokelau and this Agreement is not assigned under Subsection 10.1.1.

8.2.5. 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.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.3.1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.

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

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

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

8.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.5, 3.5, 5.1, 5.2, 6.1, 6.3, 6.4, 7.1, 8.4, 9.2, 9.3, 9.4, 9.6, 9.7 and 9.8 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.3. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Assignment to Successor Registry Operator. In the event the Registry Operator's Registry Agreement is terminated or expires without entry by Registry Operator of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry ccTLD upon Registry Operator's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

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

9.1.3. 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 its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

9.2. **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 telecopier during business hours) to the address or telecopier number set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If to Registry Operator:

BV Dot TK
P.O. Box 11774
1001 GT Amsterdam
Netherlands

With a copy to our legal division in the United Kingdom:

Dot TK Limited
Legal Division
8 Berwick Street
London W1F 0PH
United Kingdom

9.3. Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

9.4. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

9.5. **Force Majeure.** Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

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

9.7. **Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.8. **Entire Agreement.** This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

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

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

BV Dot TK

By: _____

Name: _____

Title: _____

Registrar

By: _____

Name: _____

Title: _____

Dot TK Limited

By: _____

Name: _____

Title: _____