

# Registry-Registrar Agreement

This Registry-Registrar Agreement (this "Agreement") is between Registry Services Corporation dba RegistryPro, a Nevada corporation, with its principal place of business located in Chicago, IL, USA ("Registry Operator"), 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 Internet Corporation for Assigned Names and Numbers to operate a shared registration system and related services, TLD nameservers, and other equipment for the .pro top-level domain and the .pro second-level domains (collectively the ".pro TLD");

WHEREAS, multiple registrars will provide Internet domain name registration services within the .pro TLD; and

WHEREAS, Registrar wishes to act as a registrar for domain names within the .pro 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, 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 the RRP, 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 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 this Agreement is first executed by both parties.

**1.5.** "ICANN" means the Internet Corporation for Assigned Names and Numbers.

**1.6.** "Personal Data" refers to data about any identified or identifiable natural person.

**1.7.** "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., smith.law.pro) 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 TLD zone file (e.g., a registered but inactive name).

**1.8.** "Registered Name Holder" means the holder of a Registered Name.

**1.9.** The "Registrar Toolkit" comprises the items described in [Exhibit A](#).

**1.10.** "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN dated [date of Registry Agreement] for the operation of the .pro TLD.

**1.11.** "Registry Services" means services provided as an integral part of the operation of the Registry TLD, including all sub-domains in which Registered Names are registered. In determining whether a service is integral to the operation of the Registry TLD, 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 TLD, dissemination of TLD zone files, operation of the Registry TLD zone servers, and dissemination of contact and other information concerning domain-name and nameserver registrations in the Registry TLD. Registry Services shall not include the provisions of name service for a domain name used by a single entity under a Registered Name registered through an ICANN-Accredited Registrar.

**1.12.** The "Registry System" means the multiple registrar system operated by Registry Operator for Registered Names in the Registry TLD.

**1.13.** "RRP" means the registry-registrar protocol used by the Registry System.

**1.14.** "Sunrise Period" means a registration period in the period during which registered trademark and service mark owners may register their marks as domain names in order to allow them to protect their intellectual property.

**1.15.** "Term" shall have the meaning set forth in [Subsection 9.1](#).

**1.16.** A "TLD" means a top-level domain of the DNS.

**1.17.** The "Verification Toolkit" may be used to verify the right of an applicant for a Registered Name to register in the .pro TLD or .pro sub-domain ("PS-SLD"), as described in [Exhibit A](#).

1.18. "TOU" means the Terms of Use Agreement between Registrar and Registered Name Holder described in Exhibit H.

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, Registry Operator shall provide Registrar with access as a registrar to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

**2.2. Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, the Registry Agreement, ICANN requirements, and Registry Operator requirements authorized by ICANN, 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. Provision of Toolkit; License.**

**2.3.1.** After the Effective Date and at least seven days prior to the date on which Registrar will begin operations in the .pro TLD, Registry Operator shall provide to Registrar a copy of the Registrar Toolkit, which shall provide sufficient technical specifications to allow Registrar to interface with the Registry System and employ the features of the Registry System that are available to Registrars for purposes of offering Registry Services. 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 RRP, APIs, any reference client software and any other intellectual property included in the Registrar Toolkit, as well as updates and redesigns thereof, to provide domain name registration services in the .pro TLD only and for no other purpose.

**2.3.2.** After the Effective Date, Registry Operator may offer additional Toolkits described in [Exhibit A](#). 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 software and any other intellectual property included in such Toolkits, as well as updates and redesigns thereof, for the following purposes only and for no other purpose.

(a) Verification Toolkit: for purposes of verifying domain name registration in the .pro TLD only and for no other purpose.

(b) Additional Toolkits that Registry Operator may offer from time to time, to be provided on a basis and subject to licensing provisions in this [Subsection 2.3.2](#) of this Agreement. Registry Operator shall promptly notify Registrar regarding the Toolkit as such Toolkit becomes available.

**2.4. Changes to System.** Registry Operator may from time to time make modifications to the RRP, APIs, or other software licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the RRP, APIs or software licensed hereunder. This notice period shall not apply in the event Registry Operator's system is subject to the imminent threat of failure or a material security threat, or there is the discovery of a major security vulnerability or a Denial of Service (DoS) attack where the Registry Operator's systems are rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic, or (iii) data traffic not conforming to the protocols used by the Registry Operator's system.

**2.5. Engineering and Customer Service Support.** Registry Operator shall provide Registrar with engineering and customer service support as set forth in [Exhibit B](#).

**2.6. 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. Registrar shall provide all such information to holders of Registered Names it sponsors in the .pro TLD promptly upon receipt from Registry Operator. 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.

**2.7. Service Level Agreement.** Registry Operator shall issue credits to Registrar as described in, and shall otherwise comply with its obligations under, [Exhibit G](#).

**2.8. ICANN Requirements.** Registry Operator's obligations hereunder are subject to modifications from time to time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements and shall require any Registered Name Holder to comply with such requirements in accordance with implementation schedules and arrangements established by ICANN or the Registry Operator.

2.9 TOU. Registry Operator shall provide to Registrar a TOU. Registry Operator shall conduct random tests on samples of registered names to ensure compliance with the terms of The TOU.

### **3. OBLIGATIONS OF REGISTRAR**

**3.1. Accredited Registrar.** During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

**3.2. Registrar Responsibility for Customer Support.** Registrar shall at a minimum provide (i) support to accept orders for Registered Names, including registrations, cancellations, deletions, and transfers, and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

**3.3. Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The initial form of Registrar's registration agreement is attached as [Exhibit C](#) (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is furnished to the Registry Operator fourteen (14) calendar days in advance of the use of such amended registration agreement. Registrar shall include in its registration agreement with each Registered Name Holder those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

**3.4. 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, its subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from any and all claims, demands, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, in any way arising out of, relating to, or otherwise in connection with 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.

**3.5. Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical and policy specifications of the Registry System that are made available to Registrar from time to time. Registrar shall be responsible for verifying the accuracy of the data submitted to the Registry Operator. 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 TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD. This Subsection 3.5 does not limit the Registry Operator's ability to directly receive data from Registered Name Holders according to [Exhibit E](#).

**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. Each RRP session shall be authenticated and encrypted using two-way secure socket layer protocol. Registrar agrees to authenticate every RRP client connection with the Registry System using both an X.509 server certificate issued by a commercial Certificate Authority identified by Registry Operator and its Registrar password, which it shall disclose only to its employees and contractors with a need to know and an obligation not to disclose. Registrar agrees to notify Registry Operator within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certificate Authority or compromised in any way. 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, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

**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 RRP, 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 D](#). When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with the requirements of [Exhibit D](#).

**3.10. 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:

**3.10.1.** ICANN standards, policies, procedures, and practices for which Registry Operator has responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

**3.10.2.** operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a manner consistent with the Registry Agreement and its Appendices, and consistent with ICANN's standards, policies, procedures, and practices. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in [Exhibit E](#). Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Registry Operator to Registrar; ~~and~~

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[3.10.3 the TOU.](#)

**3.11. Restrictions on Registered Names.** In addition to complying with ICANN and Registry Operator standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

**3.12. Service Level Agreement.** Registrar shall comply with its obligations under [Exhibit G](#).

[3.13 Compliance Monitoring and Enforcement.](#) Registrar agrees to comply with and facilitate random tests on samples of registered names to ensure compliance with the TOU. In addition, Registrar agrees to enforce the terms of the TOU as they relate to the Registered Name Holder as directed by the Registry Operator. In the event of a dispute between the Registry Operator and the Registrar, Registrar agrees to defer to the opinion of the Registry Operator.

## **4. FEES**

**4.1. Amount of Registry Operator Fees.** Registrar agrees to pay Registry Operator the fees set forth in [Exhibit F](#) for initial and renewal registrations and other Registry 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, provided that such adjustments are consistent with Registry Operator's Registry Agreement with ICANN.

**4.2. Payment of Registry Operator Fees.** In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit terms accepted by Registry Operator, which acceptance will not be unreasonably withheld. 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 pursuant to the letter of credit, deposit account, or other credit terms.

**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.

**4.4. Parity of ICANN Support Fees.** Registry Operator may pay Variable Registry-Level Fees to ICANN under Subsection 3.14.2 of its Registry Agreement with ICANN. In consideration of Registry-Operator's payment of these fees, Registrar provides the following assurance of parity of support of ICANN among TLDs: For any period in which (i) Registry Operator pays ICANN Variable Registry-Level Fees for the Registry TLD; (ii) Registrar is not required to pay ICANN an on-going component of registrar accreditation fees for accreditation as a registrar in the Registry TLD; (iii) the Registry Operator for the .com, .net, and .org is not obligated by its Registry Agreement with ICANN to pay ICANN Variable Registry-Level Fees; and (iv) Registrar is accredited by ICANN as a registrar in the .com, .net, and .org TLDs, Registrar hereby gives its express approval of an on-going component of its Registrar accreditation fees for .com, .net, and .org TLDs that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by Registry Operator to ICANN with respect to the Registry TLD.

## **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 (including sub-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 or was disclosed in the absence of a confidentiality agreement and such disclosure is or was with the Disclosing Party's prior written approval; 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; or (vi) is necessarily disclosed to verify compliance with the restrictions for registration within the .pro TLD or (vii) is required to be disclosed by order of a court of competent jurisdiction, to the extent required by the order.

**5.1.7.** The Receiving Party's duties under this [Subsection 5.1](#) shall expire two (2) years after the information is received or earlier, upon written agreement of the Parties.

**5.1.8.** EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

## **5.2. Intellectual Property.**

**5.2.1.** Subject to [Subsection 3.5](#), 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 subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from any and all claims, demands, losses, costs, expenses, causes of action or other liabilities of any kind, arising out of, relating to, or otherwise in connection with any claim, suit, action, or other proceeding brought against Registry Operator or any subsidiary, affiliate, division, shareholder, director, officer, employee, accountant, attorney, insurer, agent, predecessor, successor or assignee of Registry Operator: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; (iii) relating to Registrar's failure to comply with its obligations, or breach of representations and warranties under this Agreement; (iv) relating to Registrar's access or use of the Registry System in a manner that is inconsistent with the terms of this Agreement; or (v) 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 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 [insert jurisdiction], (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 INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS

AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### **6.4. Disclaimer of Warranties.**

**6.4.1.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, REGISTRY OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE REGISTRAR TOOL KIT OR OTHER TOOL KITS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, REGISTRY OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT OR OTHER TOOL KITS WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT OR OTHER TOOL KITS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT OR OTHER TOOL KITS WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR OTHER TOOL KITS OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT, OTHER TOOL KITS, OR CERTIFICATE AND VERIFICATION SERVICES PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

**6.4.2.** Notwithstanding anything contained herein to the contrary, the Registrar Tool Kit and other toolkits are provided "as-is" and without any warranty of any kind.

#### **7. INSURANCE**

Registrar shall acquire, prior to the Effective Date, at least US\$2,000,000 in comprehensive general liability insurance from a reputable insurance provider with an A.M. best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. If Registrar is providing verification and digital security services through means independent of the toolkits provided by the Registry Operator or a Competitive Toolkit Provider (see Appendix L), the amount of the insurance required shall increase to US\$5,000,000. Registrar shall name Registry Operator as an additional insured and shall maintain insurance meeting these

requirements throughout the Term of this Agreement. Registrar shall on Registry Operator's written request provide a copy of the insurance policy to Registry Operator.

## **8. 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 Illinois, USA. 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 a court located in Cook County, Illinois, USA; 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 Cook County, Illinois, USA, which shall not be a waiver of this arbitration agreement.

## **9. TERM AND TERMINATION**

**9.1. 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 (the "Term"). In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, 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 of this Agreement from Registrar within such fifteen-day period, Registrar shall be deemed to have accepted such amendment.

**9.2. Termination.** This Agreement may be terminated as follows:

**9.2.1. 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.

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

**9.2.3. 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. Notwithstanding the foregoing, Registrar may assign this Agreement pursuant to [Subsection 10.1.1](#).

**9.2.4. Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under [Subsection 10.1.1](#).

**9.2.5. 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 the laws of such insolvent or bankrupt Party's jurisdiction 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.

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

**9.3.1.** 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.

**9.3.2.** Registrar shall immediately transfer its sponsorship of all Registered Names to another Authorized Registrar in compliance with any procedures established or approved by ICANN. The Authorized Registrar receiving sponsorship of the Registered Names shall be responsible for all unpaid fees, if any, provided for in [Section B of Exhibit D](#).

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

**9.3.4.** All Fees owing to Registry Operator shall become immediately due and payable.

**9.4. Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7, 10.9 and 10.10, and (ii) the Registered Name Holder's indemnification obligation under [Subsection 3.4](#). Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

## **10. MISCELLANEOUS**

**10.1. Assignments.**

**10.1.1. Assignment to Successor Registry Operator.** In the event the Registry Operator's Registry Agreement is terminated or expires without entry by Registry Operator and ICANN 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 TLD upon ICANN'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.

**10.1.2. Assignment in Connection with Assignment of Agreement with ICANN.** In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD 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 with ICANN for the Registry TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

**10.1.3. 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. Registrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Registry Operator, which shall not be unreasonably withheld.

**10.2. 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 party has given a notice of a change of address in writing:

If to Registrar:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Registry Operator:

Registry Services Corporation dba RegistryPro, a Nevada corporation  
One North State Street, Suite 1200  
Chicago, Illinois, 60602 USA  
Attention: CEO  
Telephone: 1-312-994-7652  
Facsimile: 1-312-236-1958

with a copy to:

Registry Services Corporation dba RegistryPro, a Nevada corporation  
One North State Street, Suite 1200  
Chicago, Illinois, 60602 USA  
Attention: Policy Director  
Telephone: 1-312-994-7652  
Facsimile: 1-312-236-1958

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

**10.4. 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.

**10.5. 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.

**10.6. Amendments.** Except as otherwise expressly stated in this Agreement (including in [Subsection 3.10.2](#)), no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

**10.7. 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.

**10.8. 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.

**10.9. 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.

**10.10. Governing Law.** This Agreement is governed by the laws of the State of Illinois, USA.

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

Registry Services Corporation dba [Registrar]  
RegistryPro, a Nevada corporation.

By: Name:  
Name: Michael DelCiello Title:  
Title: CEO

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### **Exhibit A: Registrar Toolkit**

The Registrar Toolkit (RTK) is a software development kit that will support the development of a registrar software system for registering domain names within the .pro registry using the registry-registrar protocol (RRP) used in the .pro TLD registry. The RTK will consist of software and documentation as described below.

The software will consist of a working Java sample that can be used to implement the EPP protocol that is used to communicate between the registry and Registrar. The



samples will illustrate how XML requests (Registration Events) can be assembled and forwarded to the registry for processing. The software will provide the Registrar with the basis for a reference implementation that conforms to the RRP.

The documentation will provide the registrar with details of the RRP protocol specification. The documentation will also include a description of the API implemented within the RTK software.

The RTK will remain under continuous development and will provide support for additional features as they become available, as well as other platform and language support. Changes to the Registry System will be made in compliance with [Subsection 2.4](#) of this Agreement.

Registry Toolkit shall be subject to the license set forth in [Subsection 2.3](#) of this Agreement.

### **ADDITIONAL TOOLKITS**

**Verification Toolkit:** Registry Operator may offer a toolkit service to Registrar, through which Registry Operator or a sub-contractor(s) will verify all the right of an applicant for a Registered Name to register in the .pro TLD.

**Additional Toolkits:** If Registry Operator offers additional Toolkits from time to time, they will be provided on a similar basis and subject to similar licensing provisions as [Subsection 2.3.2](#) of this Agreement.

**Additional Policies.** The Registry Operator toolkits are provided in addition to, and separate from, Registry Operator's policies and specifications for manual verifications that may be conducted by Registrar or competitive toolkits that may be used by Registrar to verify the qualifications of a .pro applicant.

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## **Exhibit B: Engineering and Customer Service Support**

Registry Operator will provide a wide range of customer service options to Registrars, including:

- Telephone and e-mail support for incidents requiring an interactive response from RegistryPro representatives.
- Web based tools allowing Registrars to obtain information about their accounts and diagnose problems they may be having with the Registry.
- Automatically generated reports.

These customer service options are intended to provide Registrars with responses to general inquiries relating to registry operations, technical support, account management, and billing and financial issues.

Each of these customer service options is described below.

**Telephone and E-mail Support.** Telephone and e-mail support will be provided to Registrars to allow them to inform the Registry of service-related issues and obtain information about the registry's operations or their accounts. Telephone and e-mail support services can be used to submit issues Registrars may have that cannot be addressed through other customer support avenues.

Registry Operator will provide telephone and e-mail support services for no less than eight hours per day, from 10:00 A.M. until 6:00 P.M. U.S. Eastern time Monday through Friday, excluding holidays.

**Web Based Tools.** Registry Operator will provide a variety of web-based tools to provide Registrars information about their accounts and diagnose problems they may be having with the Registry. Examples of the tools that will be provided include:

- Obtain information on account balances, payments received, and other billing-related information
- Generate reports in real-time, including:
  - History of transactions performed on an object within the registry
  - History of transactions performed within a specific date range
  - History of billing-related transactions performed within a specific date range
  - Identify all domain names sponsored by the requesting Registrar associated with a specified name server or contact

**Automatically Generated Reports.** Registry Operator will provide certain reports to all Registrars on a periodic basis. Examples of these reports include:

- All domains registered, renewed, or deleted within a specific time period by such Registrar
- All billable transactions performed within a specific time period by such Registrar
- All objects currently registered by such Registrar

**Security of Customer Support.** With the exception of certain simple questions that may be handled by telephone, all customer service requests will be authenticated prior to being acted upon. Each Registrar will designate certain individuals within its organization and specify the types of customer service operations it may authorize, according to Registry Operator's security policies. Requestors will be identified and authenticated through mechanisms that may include the use of passwords and call back numbers for telephone communications, the use of digital signatures for e-mail communications, or

the use of digital certificates, passwords, and IP address filters for web-based communications.

### **Average Call Back Times.**

When Registrar emails or faxes a service request to the Customer Support Center, Registry Operator will contact Registrar based on the initial incident priority.

<b>Priority</b>	<b>Call Back Time</b>
1	20 minutes
2	1-business hour
3	1-business day
4	2-business days

### **Average Resolution Time**

Registry Operator's goal is to provide Registrars with a rapid response and resolution to inquiries, however the following guidelines may be useful:

<b>Priority</b>	<b>Average Resolution Time</b>
1	2-business hours
2	1-business day
3	3-business days
4	5-business days

### **Ticket Prioritization**

All incoming tickets will receive prioritization based on the reported problem. Registry Operator reserves the right to adjust the severity of an issue.

**Priority 1** A priority 1 ticket is the highest priority within the Support Center system. The Center will make every reasonable effort within its control to ensure that Registrar is operational as soon as possible. Registry Operator will be in regular contact with Registrar until the problem is resolved. Typical Priority 1 issues include:

- System inoperative

**Priority 2** Typically a Priority 2 ticket is for a problem that prevents the Registrar from completing non-registration business but does not cause Registrar's use of the registry to become completely inoperable. Registry Operator will make every reasonable effort to resolve the reported problem as soon as possible. Typical Priority 2 issues include:

- Domain-name resolution impacted

- Registration activities impaired
- Registrar access to Registry Services is limited
- Serious installation or upgrade issues (installation and upgrade issues may be considered Priority 1 issues if they seriously impact progress towards completion and/or production dates)

**Priority 3** A Priority 3 ticket is for a problem that causes a feature or system failure that can be avoided by the Registrar applying alternative methods. Typical Priority 3 issues include the following:

- Reports will not run
- Performance problems
- Functionality issues
- Receiving error messages in the reports
- Receiving console error messages
- Exporting/importing data files failing
- Upgrade or installation planning

**Priority 4** A Priority 4 ticket is for a minor problem having only a minimal impact on the Registrar's business. Typical Priority 4 issues include:

- General product questions
- Product shipment questions

### **Escalation**

The Customer Support Center is committed to resolving all Registrar issues in a timely and efficient manner. However, in the event that Registrar is not satisfied with the support that Registry Operator is providing, there is an escalation process that Registrar may exercise.

If Registrar has not received satisfactory service from the Customer Support Center, escalate concerns through the following resources

1. Account Manager
2. Customer Support Center Director
3. Vice-President of Customer Service

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## **Exhibit C: Registrar's Registration Agreement**

**[To be supplied by Registrar]**

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## **Exhibit D: Policy on Transfer of Sponsorship of Registrations Between Registrars**

### **A. Holder-Authorized Transfers.**

#### **Registrar Requirements.**

The registration agreement between Registrar and its Registered Name Holder shall include a provision explaining that a Registered Name Holder will be prohibited from changing its Registrar during the first 60 days after initial registration of the Registered Name with the Registrar, and in no event may such transfers occur until the Registry Live Start Date (as defined in Appendix J to the Registry Agreement). Beginning on the 61st day after the initial registration with Registrar, the procedures for change in sponsoring registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the registrar sponsoring the domain name registration.

A Registered Name Holder may only change its sponsoring registrar to a registrar accredited by ICANN for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement with Registry Operator ("Authorized Registrar"). For each instance where a Registered Name Holder wants to change its registrar for an existing Registered Name, the gaining Authorized Registrar shall:

- 1) Obtain express authorization from an individual who has the apparent authority to legally bind the Registered Name Holder (as reflected in the database of the losing Authorized Registrar).
  - a) The form of the authorization is at the discretion of each gaining Authorized Registrar.
  - b) The gaining Authorized Registrar shall retain a record of reliable evidence of the authorization.
- 2) In those instances when the Authorized Registrar of record is being changed simultaneously with a transfer of a Registered Name from one party to another, the gaining Authorized Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:
  - a) A bilateral agreement between the parties.
  - b) The final determination of a binding dispute resolution body.
  - c) A court order.

Before a Registered Name is transferred from one Registered Name Holder to another, the potential new Registered Name Holder must qualify for registration of the Registered Name according to the Registry Agreement (including its Appendices).

3) Request, by the transmission of a "transfer" command as specified in the RRP, that the registry database be changed to reflect the new Authorized Registrar.

a) Transmission of a "transfer" command constitutes a representation on the part of the gaining Authorized Registrar that:

(1) the requisite authorization has been obtained from the Registered Name Holder listed in the database of the losing registrar,

(2) the losing registrar will be provided with a copy of the authorization if and when requested, and

(3) the gaining new Registered Name Holder has been issued a digital certificate or digital security products and verified as eligible to registered in such PS-SLD.

In those instances when the Registrar of record denies the requested change of Registrar, the Registrar of record shall notify the prospective gaining Registrar that the request was denied and the reason for the denial.

Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to:

1) Situations described in the Domain Name Dispute Resolution Policy

2) A pending bankruptcy of the Registered Name Holder

3) Dispute over the identity of the Registered Name Holder

4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar

In all cases, the losing Registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."

### **Registry Requirements.**

Upon receipt of the "transfer" command from the gaining Registrar, Registry Operator will transmit an e-mail notification to both registrars.

If the object does not have any of the CLIENT-NO-TRANSFER, LOCK, CLIENT-LOCK, HOLD, PENDING-VERIFICATION, or DELETE-PENDING status properties associated with it, Registry Operator shall complete the "transfer" if either:

1) the losing Registrar expressly "approves" the request, or

2) Registry Operator does not receive a response from the losing Registrar within five (5) days.

When the Registry's database has been updated to reflect the change to the gaining Registrar, Registry Operator will transmit an email notification to both Registrars.

**Records of Registration.**

Each Registered Name Holder shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of registrars with which the Registered Name Holder enters into a contract for registration services.

**Effect on Term of Registration.**

The completion by Registry Operator of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired Term of a registration exceed ten (10) years.

**B. ICANN-Approved Transfers.**

Transfer of the sponsorship of all the registrations sponsored by one Registrar as the result of acquisition of that Registrar or its assets by another Registrar may be made according to the following procedure:

(a) The gaining Registrar must be accredited by ICANN for the Registry TLD and must have in effect the Agreement with Registry Operator for the Registry TLD.

(b) ICANN must certify in writing to Registry Operator that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a Registrar.

Upon satisfaction of these two conditions, Registry Operator will make the necessary one-time changes in the registry database for no charge, for transfers involving 50,000 name registrations or fewer. If the transfer involves registrations of more than 50,000 names, Registry Operator will charge the gaining Registrar a one-time flat fee of US\$ 50,000.

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**Exhibit E: Registry Operator's Operational Standards, Policies,  
Procedures, And Practices**

**Registry Operator's Operational Standards, Policies, Procedures, and Practices set forth in this Exhibit E are subject to those set forth in the relevant Appendices to the Registry Agreement.**

**I. Cancellation of Registered Names.** Registry Operator may transfer, modify, or cancel any Registered Name (i) for violations of this Agreement and its Exhibits or (ii) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration.

**II. Registrar Compliance with .pro TLD Requirements.** Registrar will comply with the restrictions, requirements, and policies in Appendices J, L, and M of the Registry Agreement.

**III. Additional Requirements for Registration Agreement.** In addition to requiring a registration agreement with the provisions described in [Subsection 3.4](#) of this Agreement, before the Registry Operator will accept applications for registration from Registrar, Registrar's registration agreement (see [Subsection 3.3](#) of this Agreement) with each Registered Name Holder must include, at a minimum, the following representations, warranties, agreements, and certifications by the Registered Name Holder:

- a) Represent and Warrant that the data provided in the domain name registration application is true, correct, up to date, and complete; The registrant will at all times during the term of its registration keep the information provided above up to date;
- b) Represent and warrant that the registration satisfies the applicable .pro restrictions at the time of registration;
- c) Represent and warrant that the registration satisfies the digital security requirements stated in Appendix L of the Registry Agreement;
- d) Agree to be subject to the Qualification Challenge Policy and the Uniform Domain Name Dispute Resolution Policy (the "UDRP");
- e) Agree not to make any representation to any person or entity that expressly or impliedly convey that the registration of the Registered Name in any way signifies or indicates that the Registered Name Holder possesses any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field;
- f) Certify that the Registered Name Holder has the authority to enter into the registration agreement;
- g) For applications during the Sunrise Period, certify that the registration qualifies for a Sunrise Registration, as set forth in Appendix J of the Registry Agreement.
- h) Agree to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to [Subsection 2.6](#) of this Agreement.



i) Acknowledge that Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period including, without limitation: (i) the ability or inability of any registrant to obtain a Registered Name during these periods, and (ii) the results of any dispute over a Sunrise Registration.

#### **IV. Incorporation of .Pro Restrictions and Challenge Processes.**

In addition, Registrar agrees to incorporate the following text (or translation of such text into relevant language) into its registration agreement:

"The Registered Name Holder acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement

(i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>

(ii) (For registration agreements relating to Sunrise Registrations only:)The Sunrise Period Rules and Sunrise Dispute Resolution Policy, available at <http://www.registrypro.pro/sunrise.htm> and <http://www.icann.org/dndr/prosdrp/policy.htm>;

(iii) The Qualification Challenge Policy and Rules, available at <http://www.icann.org/dndr/proqcp/policy.htm> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;

(iv) The .pro TLD restriction requirements, available at <http://www.registrypro.pro/qualifications.htm>;

(v) The .pro TLD digital certification requirements, available at <http://www.registrypro.pro/certifications.htm>; and

(vi) Procedures for any applicable Verification Toolkit.

"The Registered Name Holder represents and warrants that, at all times during the term of domain name registration, he, she, or it meets the .pro registration requirements set forth by Registry Operator for the registration of the Registered Name Holder's registration. The Registered Name Holder is required to provide prompt notice to Registrar if it fails to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to Registered Name Holder, suspend, cancel or modify a Registered Name Holder's registration if, at any time, the Registered Name Holder fails to meet the registration requirements for such domain name."

The Registrar must require applicants for registration of Registered Names to provide evidence of qualification for a domain name in the .pro TLD. The Registrar must verify evidence of such qualification pursuant to the policies of the Registry Operator. Where a Verification Toolkit is used (see Appendix L, Subsection 8.3) the Registrar must provide the authoritative copy of the domain name applicant's to the toolkit provider. Once a Registered Name has been registered, the Registrar must comply with these requirements on at least an annual basis in order to confirm eligibility for a domain name in the .pro TLD. The Registrar must also provide digital certificates and other digital security services associated with each Registered Name through a commercial certificate authority approved by Registry Operator ("CCA").

The Qualification Challenge Policy and Rules set forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Qualification Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified for the .pro TLD. Details are provided in Appendices L and M of the Registry Agreement.

The Sunrise Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder that registered a Registered Name during the Sunrise Period ("Sunrise Registration") and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Sunrise Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified to register during the Sunrise Period or not being qualified for the .pro TLD. Sunrise Challenges will be managed by a dispute-resolution service provider approved by ICANN according to the policy posted at <http://www.icann.org/dndr/prosdrp/policy.htm>.

The Uniform Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

Violations of the .pro TLD restrictions may be enforced directly by or through Registry Operator.

**V. Updates to Registration Information.** Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Operator in accordance with such timeline and specifications as Registry Operator may develop.

**VI. Non-Compliance.** If it comes to Registry Operator's attention that an Authorized Registrar is not complying with the restrictions and policies in this Registry-Registrar

Agreement and the Registry Agreement and appendices thereto, Registry Operator will follow the process outlined below:

a) Registry Operator will send prompt electronic and written notice to such Authorized Registrar, with a copy by the same method to ICANN. A person authorized to act on behalf of such Registrar must respond in writing to the Registry Operator within fourteen (14) days with either:

i) an explanation and evidence of its compliance with all Registry Operator policies; or

ii) admission that it has not complied and provides a detailed plan, and evidence as applicable, of how it will comply within fourteen (10) days.

b) If the Authorized Registrar does not adequately respond within the fourteen (14) day period, Registry Operator will suspend such Registrar's eligibility to sponsor new Registered Names and provide electronic and written notice to the Registrar of such within seven (7) days. Registry Operator will notify ICANN in the same manner and time frame.

c) If an Authorized Registrar provides an adequate response, Registry Operator will review and make a determination about the response. Within thirty (30) days of receiving the Authorized Registrar's response, Registry Operator will notify such Registrar that either:

i) such response is sufficient, based on the Authorized Registrar's representations that any plan provided under Subsection (a)(ii) will be carried out; or

ii) is insufficient and such Registrar's authorization to sponsor .pro names will be suspended.

d) If a Registrar's authorization is suspended, the registrar may appeal the decision through an arbitration body, as described in [Section 8](#) of this Agreement.

## **VII. Start Up Plan.**

**1. Operational Test & Evaluation.** Before Registrar will be allowed to join the live registration environment, it must pass Operational Test and Evaluation ("OT&E") certification. The OT&E process has two main objectives:

a) Verifying the correct operation of Registrar's client system, and Registrar's capability to operate the interface with the Registry System; and

b) Establishing the contractual and business relationship between Registrar and the Registry, in accordance with the Agreement.

The OT&E certification process will be available to all ICANN-Accredited Registrars starting at least thirty (30) calendar days prior to the Sunrise Start Date

Registrar will be required to pass certain tests to be eligible to go live. All tests performed during OT&E certification must be completed without errors. Registry Operator will provide the certification results in a timely manner and provide feedback if Registrar fails to successfully complete the tests. Registrar may correct its systems and re-schedule for certification. Registrar will not be limited in the number of attempts at OT&E certification. Upon successful OT&E certification, Registrar becomes eligible for operation in the live registration environment.

**2. Sunrise Period.** Prior to opening the Registry System for general registration, Registry Operator will implement a Sunrise Period registration program, as set forth in Appendix J to the Registry Agreement. The requirements for Sunrise Period registrations are set forth in that Appendix J.

**3. Domain Name Resolution.** All Registered Names will resolve no earlier than the Registry Live Start Date, per Appendix J to the Registry Agreement.

**VIII. Reservation.** Registry Operator reserves the right to deny, cancel, modify or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place a domain name on Registry Lock or Registry Hold, as appropriate, during resolution of a dispute.

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## **Exhibit F: Fees**

**1. Domain-Name Registration Fee.** US \$6.00 per year for third level registrations, US \$6.50 per year for second level registration, and US \$6.50 for the second level redirect registration service.

**2. Domain-Name Renewal Fee.** US \$6.00 per year for the renewal of each third level domain name registration, US \$6.50 per year for the renewal of each second level domain name registration, and US \$6.50 per year for the renewal of the second level redirect registration service.

**3. Fees for Transfers of Sponsorship of Domain-Name Registrations.** Where the sponsorship of a domain name is transferred from one registrar to an Authorized Registrar (as defined in Appendix J to the Registry Agreement), Registry Operator will

require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator will charge a Renewal Fee for the requested extension as provided in item 2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the unexpired term of any domain-name registration. If a registration that is being transferred already has a term of nine years or more, Registry Operator will charge a Renewal Fee for one year ("Transfer Fee"), but the unexpired term shall not exceed ten years.

For a bulk transfer approved by ICANN under [Part B of Exhibit D](#), Registry Operator will charge the gaining registrar US \$0 (for transfers of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names).

**4. Chaining Fee.** The Registry Operator may charge a digital certificate chaining fee to sponsoring Authorized Registrars or to approved CCAs providing certificates provided through sponsoring Accredited Registrars. (See Appendix L, Section 9.) The chaining fee may include components associated with certificate events, such as issuance and revocation, and well as fixed component(s). The components and amount of the chaining fee will be as agreed in writing by Registry Operator and ICANN based on covering Registry Operator's costs (such as administrative, licensing, and associated costs and allowance for possible liabilities) of providing appropriately centralized services in connection with providing a common .pro certificate root, with allowance for a reasonable return on investment.

**5. Advanced Search Tools.** After the Effective Date, Registry Operator intends to develop expanded query-based searchability of Registry Data by appropriate parties, as determined by Registry Operator in consultation with ICANN. The price that Registry Operator may charge for this shall be established upon prior notice to Registrar, once this service is more definitely specified.

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## Exhibit G: Service Level Agreement

**1. Definitions.** Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in the Registry-Registrar Agreement.

**1.1.** "Available" means that a given Service is operational as described in [Section 2 below](#).

**1.2.** "Billing Period" shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).

**1.3.** "Current Pricing Level" refers to the total price charged by Registry Operator for all new and renewal registrations of Registered Names registered by Registrar during the Billing Period, divided by the total term of those new and renewal registrations.

**1.4.** "DNS Point of Presence" shall mean one or more DNS name servers in a single geographic location, all responding on one or more common IP addresses.

**1.5.** "DNS Queries" shall mean single UDP queries of either of the following types:

**1.5.1.** A (host address) or

**1.5.2.** NS (an authoritative name server)

with no more than one question section and must be made for domain names within the Registry TLD.

**1.6.** "DNS Service" shall mean the Domain Name Service as described in Appendix C of the Registry Agreement.

**1.7.** "Measured Transaction" shall mean queries or other transactions performed and monitored by Registry Operator explicitly for the purpose of determining whether or not a Service is Available.

**1.8.** "Planned Outage" means the periodic pre-announced occurrences when the Services will be taken out of service for maintenance or care. Planned Outages will not exceed four (4) hours per calendar week beginning at 0000 GMT Monday, nor total more than eight (8) hours per month. Notwithstanding the foregoing, Registry Operator may incur one (1) additional Planned Outage of up to eight (8) hrs per month in duration for major systems or software upgrades ("Extended Planned Outages"). In months in which Extended Planned Outages occur, no other Planned Outages may occur.

**1.9.** "Round-trip" means the amount of measured time that it takes for a measured query to make a complete trip from the sampling agent, to the system or process being tested and back again. Round-trip is usually measured in seconds or fractions of seconds.

**1.10.** "RRP Commands" shall mean requests to check, modify, add, or delete a domain name.

**1.11.** "RRP Service" shall mean the Shared Registry System as described in Exhibit C of the Registry Agreement.

**1.12.** "Sampling Period" shall mean any one-minute period in which measurements are taken to determine whether or not a Service is Available.

**1.13.** "Service Level Exception" means the number of minutes of Unplanned Outage Time for a given Service in excess of the limits defined in [Section 3 below](#).

**1.14.** "Service Unavailability" means when, as a result of a failure of systems within Registry Operator's control, one or more of the Services is not operating as described in

[Section 2 below](#). Service Unavailability includes both Planned Outage and Unplanned Outage Time.

**1.15.** "Services" shall mean the list of components listed in [Section 2 below](#).

**1.16.** "SLA" means this service level agreement between Registry Operator and Registrar.

**1.17.** "SLA Credit" means those credits available to Registrar pursuant to the SLA.

**1.18.** "Unplanned Outage Time" shall mean the amount of time, other than during a Planned Outage, recorded between a trouble ticket first being opened by Registry Operator in response to a Registrar's claim of Service Unavailability for that Registrar through the time when the ticket has been closed. If Registry Operator determines that the incident described by the ticket was not the result of Service Unavailability, the time recorded by the ticket will not count towards Unplanned Outage Time. If multiple Services incur Service Unavailability simultaneously, for purposes of calculating SLA credits, only the Unplanned Outage corresponding to the Service Unavailability that results in the highest Service Level Exception for that month will be considered.

**1.19.** "Whois Queries" means queries for a single domain name in the .pro TLD.

**1.20.** "Whois Service" means the Whois Service described in Appendix O of the Registry Agreement.

**2. Services.** The following is a list of Services that can be measured by Registry Operator for performance and monitored to determine whether the Services are Available. For the purpose of SLA Credit calculations, only Services that can be actively measured are included below.

**2.1. DNS Point of Presence.** A DNS Point of Presence is considered to be Available during a Sampling Period if it responds to DNS Queries with a Round-trip time no greater than 300 milliseconds for 95% of all Measured Transactions within that Sampling Period.

**2.2. DNS Service.** The DNS Service is considered to be Available for a Sampling Period if over half of the System's DNS Points of Presence are Available for that Sampling Period.

**2.3. Whois Service.** The Whois Service is considered to be Available for a Sampling Period if it responds to Whois Queries with a Round-trip time no greater than 1500 milliseconds for 95% of all Measured Transactions within that Sampling Period.

**2.4. RRP Service.** The performance specification for RRP Commands is 1500 milliseconds for check commands and 3000 milliseconds per domain for add, modify, and delete commands. The RRP Service is considered to be Available for a Sampling

Period if it responds to RRP Commands within the performance specification for 95% of all Measured Transactions within that Sampling Period.

### 3. Service Levels.

The Service Levels for this SLA are as follows:

DNS Service	Total duration of Unplanned Outage Time of the DNS Service shall not exceed 0 minutes per Billing Period. This represents 100% System Availability.
Whois Service	Total duration of Unplanned Outage Time of the Whois Service must not exceed 90 minutes per Billing Period. This represents 99.79% System Availability.
RRP Service	Total duration of Unplanned Outage Time of the RRP Service must not exceed 60 minutes per Billing Period. This represents 99.87% System Availability.

### 4. Measurement.

For purposes of this SLA, Registry Operator will monitor the Services in accordance with the following principles.

**4.1.** Measurement applies only to the Services that are under Registry Operator's sole control.

**4.2.** Measurement of all Services shall be performed locally. Internet performance is specifically not measured.

### 5. Credits.

**5.1. Calculation of Credit.** If Unplanned Outage Time for a Service exceeds the Service Levels described in [Section 3 above](#) in any Billing Period, Registry Operator will credit Registrar according to this calculation:

$$C = (v / t) * e$$

Where:

C = credit due to Registrar

v = month's volume (total term in years of Registered Names registered (initially or for renewal) during the Billing Period)

t = time period, always equals 43200 minutes (30 days \* 24 hours \* 60 minutes)

e = Service Level Exception



Example 1: Registry Operator records 15 minutes of Unplanned Outage Time for the DNS Service. The current month's volume (v) is 30,000 total name-years registered. As such, Registry Operator will credit Registrar for 10.4 Registration-years at the then-Current Pricing Level.

Example 2: Registry Operator records 103 minutes of Unplanned Outage Time for the Whois Service. The current month's volume (v) is 30,000 total name-years registered. As such, the Service Level Exception is 13 minutes. Registry Operator will credit Registrar for 9.0 Registration-years at the then-Current Pricing Level.

Example 3: Registry Operator records 20 minutes of Unplanned Outage Time for the RRP Service. The current month's volume (v) is 30,000 total names registered. Because the Unplanned Outage Time does not exceed the service levels in [Section 3](#), no credit is granted.

**5.2. Receipt of Credits** - In order for Registrar to claim SLA Credits, the following procedure must be followed:

**5.2.1. Issue a Request for SLA Credit.** Registrar must submit a request to Registry Operator that it experienced Service Unavailability in excess of the service levels is outlined in [Section 3](#). The request must be submitted within 14 days after the conclusion of the Billing Period for which the SLA Credits are being claimed.

**5.2.2. Provide Documentation to Indicate SLA Violation.** Registrar may provide documentation in the form of trouble ticket number(s) issued by the Registry Operator in response to Unplanned Outage Time.

**5.2.3. Receipt of Credit.** When the above steps have been completed to Registry Operator's satisfaction, Registry Operator shall notify Registrar of the SLA Credit to be issued. Credits shall be entered into Registrar's account balance and can be used immediately toward domain name registrations.

**5.3. Maximum Credit.** The total SLA Credits issued in any Billing Period shall not exceed twenty five percent of the dollar value of the total number of Registrations within that Billing Period.

**5.4. Partial Credits.** For the purposes of this SLA, any partial credit shall be rounded to the nearest tenth of a registration-year.

## **6. Obligations.**

**6.1.** Registrar must report each occurrence of alleged System Unavailability to Registry Operator customer service help desk in the manner required by Registry Operator (e.g., e-mail, fax, telephone) in order for an occurrence to be treated as System Unavailability for purposes of the SLA.

**6.2.** Both Registrar and Registry Operator agree to use commercially reasonable efforts to establish the cause of any alleged System Unavailability.

**6.3.** Registrars must inform the Registry Operator any time their estimated volume of transactions (excluding check domain commands) will exceed their previous Billing Period's volume by more than 25%. In the event that (a) a Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more, (b) the Registrar's volume increases 25% or more over the previous Billing Period, and (c) the total volume of transactions (excluding check domain commands) experienced by the Registry Operator for all Registrars for that Billing Period exceeds the Registry Operator's actual volume of the previous Billing Period's transactions by more than 10%, then the Registrars failing to give such notice will not be eligible for any SLA Credits in that Billing Period. Registrars shall provide their forecasts at least 30 days prior to the first day of each Billing Period.

**6.4.** Registry Operator agrees to provide monthly transaction summary reports to Registrar starting no later than 120 days after the Commencement-of-Service Date.

**6.5.** Registry Operator will use commercially reasonable efforts to restore the critical components of the System within 48 hours in the case of a force majeure event. Outages due to a force majeure event will not be considered System Unavailability.

**6.6.** Registry Operator's obligations under this service level agreement are waived during the first 120 days after the Commencement-of-Service Date.

**6.7.** Registry Operator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

**6.8.** The SLA Credits will be reconciled on a quarterly basis.

**6.9.** The Registrar may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying service level performance and availability. The frequency of these audits will be no more than once every six month period during the term of this Agreement between Registry Operator and the Registrar.

**6.10.** Incident trouble tickets must be opened within a commercially reasonable period of time.

**6.11.** In the event that System Unavailability affects all Registrars, the Registry Operator is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

**6.12.** The Registry Operator will notify Registrars regarding any scheduled maintenance and unavailability of the .pro TLD root-servers.

**6.13.** Beginning no later than 120 days after the Commencement-of-Service Date, the Registry Operator will publish preliminary weekly Service performance and availability reports. Registry Operator will use best efforts to finalize these reports no later than 30 days after the preliminary reports are provided.

## **7. Miscellaneous.**

**7.1.** This Exhibit is not intended to replace any term or condition in this Agreement.

**7.2.** Dispute Resolution will be handled pursuant to the terms of [Subsection 8.1](#) of this Agreement.

**7.3.** Registry Operator may make modifications to this SLA from time to time.

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### **Exhibit H: Terms of Use Agreement**

Registry may modify or revise these terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the .pro name. Registry or Registrar may refuse Service to anyone at any time who does not comply with these Terms of Use. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

**1. Description of Service.** Name of Registrar ("Registrar") is an ICANN accredited registrar who has entered into an agreement with RegistryPro, an ICANN authorized registry, to provide use of domain names with the .pro extension ( the "Service") under certain specified terms and conditions. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis in accordance with various agreements entered into by and between Registrar and RegistryPro and ICANN, which agreements are available at ICANN.org. Registrar disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. Registry and Registrar also reserve the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

**2. Professional Use.** The Service is made available to you for your professional use only. As such, you agree that you are a person or entity who provides professional services and has been admitted to or licensed by, and is in good standing with, a government certification body or jurisdictional licensing entity recognized by a governmental body, which body requires that its members be licensed or admitted to a certifying or licensing entity and regularly verifies the accuracy of its data.

**3. Verification.** You must provide current, accurate identification, contact, profession specific and other information that may be required as part of the registration process and continued use of the Service. You must notify the Registrar of any change to your contact, profession specific and other information. You are responsible for maintaining the confidentiality of your Service password and account.

**4. Proper Use.** You agree that you are responsible for your own use of the Service including all communications made using the Service and any consequences thereof. Your use of the Service is subject to your acceptance of and compliance with this Agreement, as well as the regulations applicable to you as a licensed professional. You agree that you will use the Service in

compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (a) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Registrar; (b) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (c) prevent others from using the Service; (d) use the Service for any fraudulent or inappropriate purpose; (e) act in any way that violates these Terms of Use, as may be revised from time to time; or (f) facilitate use of the Service by any person or entity not a party to this Agreement. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. Registrar reserves the right, but shall have no obligation, to investigate your use of the Service and in order to determine whether a violation of the Agreement has occurred. Registrar reserves the right to provide information to third parties pursuant to a contractual or legal obligation.

**5. Content of the Service.** Registrar takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does Registrar have any obligation to monitor such third party content.

**6. Representations and Warranties.** You represent and warrant that (a) all of the information provided by you to Registrar to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

**7. Indemnification.** You agree to hold harmless and indemnify RegistryPro and Registrar, and each of their subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Registrar will provide you with written notice of such claim, suit or action.

**8. Choice of Law; Jurisdiction.** Unless governed by procedures included in the Un-sponsored TLD Agreement, Appendix M (.pro) May 30, 2003, ("Appendix M (.pro)") these Terms of Use will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to Illinois conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service, that are not accommodated in the provisions of Appendix M (.pro) will be brought solely in Cook County, Illinois; you consent to the jurisdiction of such courts.