

# **.jobs Registry-Registrar Agreement**

This Registry-Registrar Agreement (the "Agreement"), effective as of \_\_\_\_\_ (the "Effective Date"), is between .jobs, with its principal place of business located at Second Generation Place, 3029 Prospect Avenue, Cleveland, Ohio 44115 ("Registry Operator"), and [Registrar's name] \_\_\_\_\_, with its principal place of business located at [Registrar's location] \_\_\_\_\_ ("Registrar").

WHEREAS, Registry Operator has entered into a Registry Agreement (the "Registry Agreement") with the Internet Corporation for Assigned Names and Numbers ("ICANN") to operate the registry for the .jobs top-level domain (the "Registry TLD"); and

WHEREAS, Registrar wishes to act as a registrar for domain names within the Registry 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** "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 30 days of the disclosure that it is confidential.

**1.2** "Registered Name" refers to a domain name within the domain of the Registry TLD about which Registry Operator or an affiliate engaged in providing Registry Services (as defined herein) maintains data in a Registry Database (as defined herein), 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).

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

**1.4** "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

**1.5** "Registry System" means the system operated by or for Registry Operator for Registered Names in the Registry TLD.

**1.6** "Term" means the term of this Agreement, as set forth in Subsection 9.1.

## **2. OBLIGATIONS OF REGISTRY OPERATOR**

**2.1 Access to Registry System.** Throughout the Term of this Agreement, Registry Operator shall operate, or have operated, the Registry System and shall provide Registrar with access to the Registry System for the purpose of enabling Registrar to exchange domain name registration information with the Registry System.

**2.2 Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this 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 Registry-Registrar Protocol and Provision of Tool Kit.** The Registry Operator shall set forth a registry-registrar protocol ("Registry-Registrar Protocol") which shall govern the exchange of domain name registration information between the Registry Operator and the Registrar. The initial Registry-Registrar Protocol is set forth in Exhibit A. The Registry-Registrar Protocol may include third-party protocol requirements, such as, for example, requirements as set forth by VeriSign Naming and Directory Services ("VeriSign") for VeriSign's NameStore™. Registry Operator shall provide to Registrar a copy of a registrar tool kit, which may include application program interfaces ("API's") by which Registrar may interact with the Registry System and shall provide sufficient technical specifications and software to permit the Registrar to interface with the Registry System and employ its features that are available to Registrars.

**2.4 Changes to System.** Registry Operator may from time to time make modifications to the Registry-Registrar Protocol, the registrar tool kit or other software or materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the Registry-Registrar Protocol or software licensed hereunder.

**2.5 License.** 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 Registry-Registrar Protocol, any reference client software and any other intellectual property included in the registrar tool kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. To the extent the Registry-Registrar Protocol and registrar tool kit contains third party software, applications or other third-party intellectual property, Registrar shall obtain all necessary licenses and permissions from such third party(ies) to use such Registry-Registrar Protocol components consistently with the terms of this Agreement.

Notwithstanding any other provisions in this Agreement, except with the advanced written consent of Registry Operator, Registrar shall not: (i) sublicense the Registry-Registrar Protocol, the registrar toolkit or other intellectual property licensed hereunder or otherwise permit any use thereof by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Registry-Registrar Protocol, the registrar toolkit or other intellectual property licensed hereunder other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Registry-Registrar Protocol, the registrar toolkit or other intellectual property licensed hereunder for any unauthorized purpose, or (iv) use or permit use of the Registry-Registrar Protocol, the registrar toolkit or other intellectual property licensed hereunder in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose.

**2.6 Engineering and Customer Service Support.** Registry Operator or its designate shall provide Registrar with engineering and customer service support as set forth in Exhibit B.

**2.7 Registry Services and Policy.** Registry Operator will provide Registry Services (products, services and other offerings provided by or at the direction of Registry Operator, including but not limited to those as set forth under the definition of "Registry Services" in the Registry Agreement) and Policy (as defined herein) regarding the Registry TLD. Registry Operator may from time to time modify or add Registry Services and Policies. Registry Operator shall provide Registrar no less than thirty (30) days advanced written notice of any modified or new Registry Service or Policy. Such notice shall include provisions of information on pricing, starting date and any additional terms and conditions regarding the new or modified Registry Service or Policy, as applicable. For the purposes of this Agreement, a "Policy" is a rule, specification, regulation or guideline which governs registration and/or use of a Registered Name, activities of a registrant with respect to a Registered Name (including but not limited to use thereof) and actions of Registrar with respect to Registry Services, Registered Name(s) and other actions governed by this Agreement. Policies are determined

by Registry Operator and the Sponsor of the Registry TLD, and will be provided from time to time.

**2.8 ICANN Requirements.** Registry Operator's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies as required under the Registry Agreement. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

**2.9 Trademark License.** Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to state that it is accredited by Registry Operator as a registrar for the Registry TLD and to use symbols, icons and other marks provided by Registry Operator under terms and conditions provided by Registry Operator. This license may not be assigned or sublicensed by Registrar.

**2.10 Marketing Materials.** From time to time Registry Operator will provide marketing materials, collateral and usage guidelines regarding such to Registrar. Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use and reproduce, consistent with the usage guidelines, the marketing materials and collateral. Registrar shall use such materials and collateral in compliance with the usage guidelines. Registrar shall not promote or market domains within the Registry TLD inconsistently with the usage guidelines, any Policy or any provision of this Agreement.

### **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 Communication with Registered Name Holder.** Registrar shall not communicate any information to a Registered Name Holder which is inconsistent or otherwise not in compliance with (i) a Policy; (ii) the terms of this Agreement; or (iii) operational standards, procedures and practices for the Registry TLD established from time to time by the Registry Operator. Registrar shall facilitate Registry Operator communication with Registered Name Holder (e.g., for request(s) for additional information regarding verification requirements) as Registry Operator desires for performance or promotion of Registry Services or other services, in complying with Policy or in complying with law enforcement or a court order.

**3.3 Registrar Cooperation.** Registrar shall not impede Registry Operator's performance under this Agreement and shall reasonably cooperate with Registry Operator in furtherance of such performance.

**3.4 Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

**3.5 Registrar's Registrant 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 those terms required by this Agreement, those terms set forth in Exhibit D and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

**3.6 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:

**3.6.1** All applicable laws and governmental regulations;

**3.6.2** All Registry-Registrar Protocol requirements in order to exchange domain registration information with the Registry System;

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

**3.6.4** operational standards, Policies, procedures, Registry Services and practices for the Registry TLD established from time to time by Registry Operator. Not all Registry Services need be provided by Registrar; Registry Operator will identify which Registry Services are optional. Additional or revised Registry Operator operational standards, Policies, procedures, Registry Services and practices for the Registry TLD shall be effective upon thirty days advanced notice by Registry Operator to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's Registration Agreement.

**3.7 Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data, including complete data updates, as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD. Neither Registrar nor Registry Operator may claim intellectual property rights to such data inconsistent with the terms of the Registry Agreement. In any event, Registrar disclaims all rights to exclusive ownership or use of any data contained in the Registry Database.

**3.8 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 access to or disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, 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. In addition, Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure.

**3.9 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 Registry-Registrar Protocol 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.

**3.10 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.

**3.11 Change in Registrar Sponsoring Domain Name.** When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with ICANN's consensus Inter-Registrar Transfer Policy, effective as of November 12, 2004, as revised in Exhibit E.

**3.12 Registration Term.** Upon submission of an application into the Registry Database, Registrar shall immediately register with the Registry Operator the full length of the registration term of each Registered Name as provided under Registrar's Registration Agreement with the Registered Name Holder for the Registered Name. Neither Registrar nor any affiliated company shall accept a multi-year registration or renewal of a Registered Name but then fail to register the Registered Name for the full term for which the Registered Name Holder has paid. Registration terms will be for a fixed period. At the conclusion of the registration period, failure on behalf of the Registrant to pay a renewal fee within a specified time period (determined by Registrar at Registry Operator's approval) shall, in the absence of extenuating circumstances, result in cancellation of the registration.

**3.13 Create.** Registrar acknowledges that Registry Operator is the sole entity, in its sole discretion, which has the authority to (i) issue a "create" command regarding any Registered Name or any application for a domain in the Registry TLD, and (ii) modify a "pending/create" status for any application for a domain in the Registry TLD. Registrar will comply with rules and guidelines, provided by Registry Operator from time to time, regarding domain reserve lists and domain reserve categories.

**3.14 Revocation.** Registrar shall follow all rules, guidelines and instructions of Registry Operator with respect to revoking registrations, denying applications and modifying registration information, including but not limited to DNS information. Registrar acknowledges that Registry Operator, in its sole discretion and in conformance with Policies, operational standards, procedures and practices for the Registry Services and the Registry TLD as established from time to time by Registry Operator, may revoke, suspend, terminate or otherwise modify the rights of a Registered Name Holder with regard to a Registered Name in the event of non-compliance by the Registered Name Holder, with regard to the Registered Name, of any Policy or provision of the Registration Agreement between the Registered Name Holder and the Registry Operator, including but not limited to violations of domain use restriction(s) and/or untruthful, incomplete or fraudulent registration information submitted during the application process or subsequently thereto.

**3.15 Linking to Registrar.** Registry Operator may provide one or more links/front ends to Registrar from Registry Operator's website(s). If Registrar desires to participate in any such links/front ends, Registrar will comply with any rules, practices and procedures regarding such as promulgated and amended, from time to time, by Registry Operator.

**3.16 Domain Name Lookup Capability.** Registrar shall employ in its domain name registration business Registry Operator's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

**3.17 Domain-Name Dispute Resolution.** During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by Registry Operator, Registrar shall comply with the .jobs Dispute Resolution Policy identified on Registry Operator's website.

**3.18 Start-Up.** If Registrar desires to participate in the .jobs start-up period, Registrar will make commercially reasonable efforts to comply with all rules and guidelines provided by Registry Operator regarding start-up activities.

#### **4. FEES**

**4.1 Amount of Registry Operator Fees.** Registrar shall pay Registry Operator the fees set forth in Exhibit F for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right to revise the Fees prospectively upon thirty days notice to Registrar. All fees are exclusive of applicable taxes (specifically including sales tax and Value Added Tax), which Registrar will be responsible to pay.

**4.2 Payment of Registry Operator Fees.** Registry Operator may require Registrar to maintain a minimum balance against which payment of fees is debited. In the event such a balance is required, a Registrar's credit limit is based on a payment security comprised of an irrevocable Letter of Credit, Cash Deposit or combination thereof maintained at Registry Operator's direction. As domain names are registered, the Registrar's account is reduced. Invoices may be issued monthly. The Registrar must pay this invoice upon receipt in order to ensure timely processing of future domain name registrations. In the event that payment for Registered Name fees (e.g., initial and renewal registrations as set forth in Exhibit F) is made via VeriSign's NameStore, Registrar will comply with the NameStore's payment requirements (including a minimum balance if set forth in the Activation Agreement) and Registrar will comply with additional payment guidelines set forth by Registry Operator, from time to time, regarding such payments.

The Fees for each year of a multi-year registration (initial or renewal) shall be made in one payment at the time of submission to the Registry Database.

If the Registrar should fail to pay the invoice within terms, fail to make payments as required by the NameStore, or if a minimum balance is required and not maintained, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until all invoices are paid in full, payments within the NameStore are made in full, and the minimum balance is replenished or maintained, as applicable.

**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 payment of fees is not timely, 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; (iv) assess interest fees at the maximum amount allowed under law; and (v) pursue any other remedy under this Agreement or available under applicable law.

**4.4 Parity of ICANN Support Fees.** Registry Operator may pay Variable Registry-Level Fees to ICANN under the Registry Agreement. Registrar shall pay to Registry Operator, within ten days of Registry Operator's invoice, a portion of any variable registry-level fees paid by Registry Operator to ICANN, pro-rated among all registrars sponsoring registrations in the Registry TLD based on their relative numbers of domain name registrations sponsored.

**4.5 Refund of Unused Fees.** Should this Agreement be terminated, the unused payment security will be refunded 60 days after the termination of the agreement.

## **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

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

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

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

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

have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

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

**5.1.5** The Receiving Party shall not prepare any derivative works based on the Confidential Information.

**5.1.6** Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure.

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

## **5.2. Intellectual Property.**

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

**5.2.2** Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

## **6. INDEMNITIES AND LIMITATION OF LIABILITY**

**6.1 Indemnification.** Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its subcontractors, and the employees, members, shareholders, directors, officers, representatives, agents and affiliates of each of them (the "Indemnified Parties"), with respect to any claim, damage, liability, cost, expense, including Registry Operator's attorney's fees, suit, action, or other proceeding brought against the Indemnified Parties: (i) relating to any product or service of Registrar; (ii) relating to any agreement

except the Registry Operator/Registered Name Holder Agreement, but specifically including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. The Indemnified Parties shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, will provide to Registrar all information and assistance reasonably available and necessary for Registrar to defend such claim, provided that Registrar reimburses the Indemnified Parties for the 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 indemnity claim without the affected Indemnified Parties' prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Parties in connection with or arising from any such claim, suit, action or proceeding.

**6.2 Representation and Warranty.** Registrar represents and warrants that: (i) it is a [\_\_\_\_\_] duly [\_\_\_\_\_] , validly existing and in good standing under the law of the state of [\_\_\_\_\_] (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (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, and (v) this Agreement is valid, binding and enforceable upon Registrar.

**6.3 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF REGISTRY OPERATOR AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) \$10,000 USD.

**6.4 Disclaimer of Warranties.** THE REGISTRAR TOOL KIT, THE REGISTRY SYSTEM AND ALL OTHER ITEMS PROVIDED BY REGISTRY OPERATOR OR ITS SUBCONTRACTORS HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR

CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT AND THE REGISTRY SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT AND THE REGISTRY SYSTEM WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT, THE REGISTRY SYSTEM OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT OR THE REGISTRY SYSTEM PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

## **7. INSURANCE.**

Registrar shall acquire, prior to the Effective Date, at least US \$1,000,000 in comprehensive general liability insurance from a reputable insurance provider with an A.M. Best rating of "A" or better naming Registry Operator as an additional insured and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator upon Registry Operator's reasonable request.

**8. CHOICE OF LAW; VENUE.** This Agreement is to be exclusively construed in accordance with and governed by the internal laws of the State of Ohio, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Ohio to the rights and duties of the Parties. Any legal action relating to this Agreement shall exclusively be brought in any state or federal court of competent jurisdiction within Cuyahoga County, Ohio. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of such Cuyahoga County Courts in connection with any such legal proceeding.

## **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 thirty-six (36) months after the Effective Date. In the event that

revisions to this Agreement are approved or adopted by ICANN, Registry Operator will post such revisions. Within fifteen days of such posting, Registrar may terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registrar does not terminate this Agreement within such fifteen day period, Registrar shall be deemed to have accepted the revised Agreement effective as of the date of posting.

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

**9.2.1 Termination For Cause.** In the event that either party breaches any of its obligations under this Agreement and such breach is not cured within fifteen 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 advanced written thirty days notice of termination.

**9.2.3 Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate immediately upon Registrar's accreditation by ICANN being terminated or expiring without renewal.

**9.2.4 Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that the Registry Agreement is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 10.

**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 any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

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

**9.3.1** Registry Operator will complete processing all domain name applications submitted by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for all Fees have been made.

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

**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** In the event of termination in accordance with the provisions of Subsections 9.2.1, 9.2.2 or 9.2.3, Registry Operator reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

**9.3.5** All fees owing to Registry Operator shall become immediately due and payable, and Registry Operator shall have the right to draw down the amount of such fees from any minimum balance maintained by Registrar.

**9.4 Survival.** In the event of termination of this Agreement, the following shall survive: Subsections 3.2, 3.5, 3.7, 3.15, Sections 4, 5, 6 and 8, Subsection 9.3 and subsections thereof, Subsections 9.4, 10.2, 10.7, 10.12 and 10.13.

## **10. MISCELLANEOUS**

### **10.1 Assignments.**

**10.1.1 Assignment to Successor Registry Operator.** In the event the Registry Agreement is terminated or expires without execution 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 the Registry Agreement 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.

**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 Registry Operator.

**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 such party has given a notice of a change of address or individual representation in writing:

If to Registrar:

If to Registry Operator, addressed to:

.jobs  
The Coach House at Second Generation Place  
3029 Prospect Road  
Cleveland, OH 44115  
Phone: 216-426-1500  
Fax: 216-588-1558  
Attention: Thomas J. Embrescia, Chairman  
With a Required Copy to: Brian Johnson, General Counsel  
Email: as identified from time to time

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

**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 authorized elsewhere in this Agreement, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. Notwithstanding the previous sentence, to the extent that an amendment, supplement or modification to this Agreement is required, in Registry Operator's discretion, in order to conform with, or ensure Registry Operator's compliance with, the Registry Agreement, including but not limited to ICANN and consensus policies referenced therein, Registry Operator shall make such amendment, supplement or modification and such amendment, supplement or modification will be binding upon Registrar upon 15 days written notice thereof.

**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 Entire Agreement.** This Agreement (including its exhibits and documents provided by Registry Operator from time to time, including but not limited to Policy documents, technical specifications and documents relating to Registry Services) 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.

**10.9 Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**10.10 Dates and Times.** Except as specifically set forth elsewhere in this Agreement, all dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Cleveland, Ohio, USA.

**10.11 Language.** All notices, designations, and specifications made under this Agreement shall be in the English language.

**10.12 Audit.** Registry Operator may, from time to time, audit the activities of Registrar in connection with this Agreement, and Registrar will cooperate with Registry Operator in connection with any such audit, including by providing access to Registrar facilities and resources, as requested. The cost and expense of such audit shall be paid by Registry Operator unless the audit reveals a material discrepancy with the terms of this Agreement or an underpayment of any fees, in which case the Registrar shall pay the costs of such audit.

**10.13 Injunctive Relief.** Registrar acknowledges that the unauthorized disclosure or use of Registry Operator's Confidential Information, violation of Registry Operator's proprietary rights therein, or failure to fully comply with Policy will cause immediate and irreparable harm to Registry Operator for which money damages cannot adequately compensate. Accordingly, notwithstanding any other provision of this Agreement, Registrar acknowledges that in the event of any unauthorized disclosure or use of Registry Operator's Confidential Information or threat of same, or any other violation or threatened violation of Registry Operator's proprietary rights therein, or failure to fully comply with Policy, Registry Operator will be entitled to seek injunctive relief from any court or tribunal with authority to grant such relief.

Registry Operator acknowledges that the unauthorized disclosure or use of Registrar's Confidential Information or violation of Registrar's proprietary rights therein will cause immediate and irreparable harm to Registrar for which money damages cannot adequately compensate. Accordingly, notwithstanding any other provision of this Agreement, Registry Operator acknowledges that in the event of any unauthorized disclosure or use of Registrar's Confidential Information or threat of same, or any other violation or threatened violation of Registrar's proprietary rights therein, Registrar will be entitled to seek injunctive relief from any court or tribunal with authority to grant such relief.

**10.14 Headings.** The headings contained in this Agreement are for convenience only, and are not to be construed to affect the substance of the parties' agreement.

**10.15 Counterparts.** All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the

Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

.jobs

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

[Registrar]

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**Exhibit A**  
**Registry-Registrar Protocol and REGISTRAR TOOL KIT**

The Registry-Registrar Protocol will be Extensible Provisioning Protocol as implemented through the VeriSign NameStore, customized as necessary to incorporate the unique needs of the Registry TLD (e.g., transmitting applicant information to the Registry Operator for verification purposes). Documentation will be provided for using the NameStore in general and for using the NameStore for the Registry TLD. Additional protocols, procedures and/or requirements will be set forth in the provided documentation.

During normal operations (defined as operations after the start-up period), to the extent software or other routines are used in the Registry-Registrar Protocol, such will be provided in the registrar tool kit along with documentation regarding use of same.

During the start-up period the VeriSign NameStore will not be used. If the Registrar wishes to participate in the start-up period, a start-up tool kit will be made available to Registrar. The start-up tool kit will include all needed code and documentation to facilitate direct interaction between Registrar and the Registry System (as such exists during the start-up period) during the start-up period. Documentation, code and procedures for transition between start-up and normal operations will also be provided no later than one month prior to the commencement of normal operations.

## **Exhibit B**

### **Engineering and Customer Service Support**

- 1. Engineering and Technical Support.** Engineering and other technical support will be provided by VeriSign under the terms set forth with respect to VeriSign's NameStore.
- 2. Other Support.** All other support, particularly relating to Policy and Registry Services, will be provided by Registry Operator under terms set forth by Registry Operator from time to time.

**Exhibit C**

**Registrar / Registered Name Holder Agreement**

(To be supplied by Registrar.)

## Exhibit D

### Registrar's Registrant Agreement Terms

Registrar shall include the following provisions, or their functional equivalents, in the Registrar's Registrant Agreement:

(a) By agreeing to the Registrar's Registrant Agreement, the Registered Name Holder agrees to the .jobs Registry-Registrant Agreement, as amended from time to time at the sole discretion of Registry Operator. The .jobs Registry-Registrant Agreement, as posted at Registry Operator's website, will be linked to from this section of the Registrar's Registrant Agreement.

(b) The Registered Name Holder represents and warrants that the Registered Name Holder, during the application for the Registered Name and at all times during the existence of the Registered Name in the Registry Database, complies with: (i) the registrant eligibility requirements as provided by Registry Operator and as modified from time to time; and (ii) the .jobs domain use restrictions as provided by Registry Operator and as modified from time to time. The registrant eligibility requirements and the use restrictions will be posted on Registry Operator's website and linked to from this section of the Registrar's Registration Agreement.

(c) The Registered Name Holder acknowledges that the Registered Name Holder has read, understands and agrees to be bound by the .jobs Registry-Registrant Agreement, the registrant eligibility requirements and the use restrictions.

(d) Registry Operator, in its sole discretion, may revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, without any notice thereto, in the event of non-compliance by the Registered Name Holder with any provision of the Registrar's Registration Agreement, the Registry-Registrant Agreement, the registrant eligibility requirements and the use restrictions, including but not limited to submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

(e) The Registered Name Holder shall indemnify, defend and hold harmless Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to 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.

(f) Registry Operator is an intended third party beneficiary of the Registrar's Registration Agreement, with a right to enforce the terms and provisions contained therein.

## **Exhibit E**

### **Modifications to ICANN's Inter-Registrar Transfer Policy**

1. Inter-registrar transfers may only be made between registrars who have been accredited by Registry Operator (i.e., who have entered into a .jobs RRA with Registry Operator).
2. The Gaining Registrar ensures that, consistent with Policy set forth by Registry Operator, Registered Name Holder information which under the Policy may not change without the approval of the Registry Operator (particularly, the trade name of the Registered Name Holder) has not changed and remains the same under the Gaining Registrar as under the Registrar of Record. To the extent such information has changed, the Registered Name will be modified to "pending/create" in the Registry Database and the Registered Name Holder will have to go through the Registry Operator's verification process again for the Registered Name.
3. The Gaining Registrar ensures that registration data is maintained as set forth in Section 3.7.
4. Registry Operator reserves the right to further modify the Inter-Registrar Transfer Policy from time to time.

**Exhibit F**  
**REGISTRY OPERATOR FEES**

**1. Domain-Name Initial Registration Fee**

Registry Operator will charge a fee per year for each standard domain name (as defined below) registered (the "Initial Registration Fee") in the Registry TLD, as set forth in Registry Operator's price sheet, as amended from time to time (the "Price Sheet"). The Initial Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. A "standard" domain name is a domain name within the Registry TLD which is of the type available for registration (under the Policy) at the launch of the Registry TLD, namely, domains which are the legal name of an employer organization, a name or abbreviation under which the employer is commonly known, or which includes such a legal or commonly-known name or identifier, and which is not contained, in the sole discretion of Registry Operator, on a reserved list maintained by Registry Operator.

**2. Domain-Name Renewal Fee**

Registry Operator will charge a fee per year for each standard domain name registration renewal (the "Renewal Fee") in the Registry TLD, as set forth in the Price Sheet. The Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal.

**3. Fee Discounts**

From time to time Registry Operator may offer discounted fees for fixed amounts of time. Registry Operator may also offer multi-year registration/renewal discounts for fixed amounts of time.

**4. Fees for Transfers of Sponsorship of Domain-Name Registrations**

Where the sponsorship of a standard domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, 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 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

**5. Non-Standard Domain Name Fees**

Fees for registration, renewal and transfer of domain names in the Registry TLD which are not standard domain names shall be set by Registry Operator in Registry Operator's sole discretion.

**6. ICANN Variable Fees**

The pricing for initial and renewal registrations set forth above shall be adjusted in Registry Operator's discretion in the event of failure or delay in Registrar's payment of variable registry-level fees as set forth in section 4.4 of the Agreement.

**7. Bulk Transfer Fee**

For a bulk transfer approved by ICANN as referenced in Exhibit E, Registry Operator will charge the gaining registrar US \$0 (for transfer of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names), or other fee as set forth by ICANN.

**8. Usage Fees**

Registry Operator may assess usage fees for certain uses of Registered Names. Such fees will be payable by the Registered Name Holder. Fees for Registered Name usage according to Policy, if any, shall be set by Registry Operator at Registry Operator's sole discretion.

**9. Other Registry Services**

Fees for additional or modified Registry Services shall be set by Registry Operator in Registry Operator's sole discretion.