

REGISTRAR AGREEMENT
By and Between

And

Registry

This Registrar Services Agreement (the "Agreement") is dated as of _____, 200__ (the "Effective Date") by and between _____ ("Registrar"), and Nic LC, the entity responsible for the operations and management of the Country Code Top Level Domain of the island nation of Saint Lucia, with offices located at #4 Colony House, John Compton Hwy, Castries, Saint Lucia and 10780 N Preserve Way, #205, Miramar, Florida ("Registry"). Registry and Registrar are individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

Registry is the exclusive registry for the Internet TLD .lc, which has been designated by IANA as the country code TLD associated with the Country.

Registry and Registrar desire to enter into an Agreement under which Registrar will accept domain name registration Requests and Renewal Orders from its Customers and submit them to Registry. Registry will fulfill such Requests and Renewal Orders.

THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged by Registry and Registrar, the Parties agree as follows:

1. DEFINITIONS

DEFINITIONS. For purposes of this Agreement, the following definitions shall have the following meanings apply:

1.1. The "Effective Date" is _____, 200__.

1.2. The "Expiration Date" is _____, 200__. [expiration date of accreditation agreement being replaced or, if none, 1 year after the Effective Date]. The Term shall automatically be extended for additional, consecutive one (1) year periods, unless (i) terminated or (ii) either party gives the other written notice of termination at least sixty (60) days prior to the expiration of the then current term.

- 1.3. "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of domain registration services.
- 1.4. The word "Registrar," when appearing with an initial capital letter, refers to _____ a party to this Agreement.
- 1.5. The word "Registry," when appearing with an initial capital letter, refers to Nic LC and its designated Agents and/or Managers. Registry may utilize its service providers, agents and duly authorized representatives to perform certain of Registry's obligations hereunder.
- 1.6. "Registry Services" shall mean services provided by Registry necessary to the operation of the TLD. These services include: receipt of data concerning registration of domain names and nameservers from Registrar, provision to Registrar of status information relating to the TLD, dissemination of TLD zone files to the root server, operation of the TLD zone servers, and dissemination of contact and other information concerning domain-name and nameserver registrations in the TLD.
- 1.7. "Registrar Services" means services provided by an Accredited registrar in connection with the TLD, and includes contracting with Registered Name Holders for the purpose of registering a name in the TLD, collecting registration data about the Registered Name Holders, and submitting registration information to the Registry for entry in the Registry Database.
- 1.8. The "System" refers to the registration system developed and used by Registry for registration of domain names in the TLD.
- 1.9. "Registry Data" means all information included in the Registry Database and maintained in electronic form, and shall include TLD Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in a Registry Database.
- 1.10. "Registry Database" means a database comprised of data about one or more DNS domain names within the 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.
- 1.11. "Registered Name Holder" means the holder or registrant of a Registered Name.
- 1.12. "Registered Name" refers to a Domain Name within the TLD.

- 1.13. "Add Grace Period" shall mean the period of time during which a Domain Name may be deleted after its initial registration and no charge would be levied by Registry to the Registrar for such registration. Such period of time is currently defined as five (5) days.
- 1.14. "Confidential Information" shall mean (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, strategies, opportunities, methods, protocols and practices; and (iii) other information relating to either party that is not generally known to the public, including but not limited to information about either party's personnel and customers. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (a) information that is now in the public domain or subsequently enters the public domain; (b) information that is known to either party prior to receipt from the other party under this Agreement from its own independent sources; (c) information that either party receives from any third party having a legal right to transmit such information; and (d) information independently developed by either party's employees or agents without use of the Confidential Information received hereunder.
- 1.15. "Country" shall mean Saint Lucia.
- 1.16. "Country Third Party Obligations" shall mean the rules, regulations and policies of any registry administrators in the Country, and the laws, rules and regulations of the Country.
- 1.17. "Customer Information" shall mean all information concerning the Customers, which relate to the Requests and Renewal Orders in the TLD, except credit card and other payment information.
- 1.18. "Customers" shall mean any person or entity who has requested the registration or renewal or modifications of a Domain Name through Registrar.
- 1.19. "Domain Name" shall mean any second-or lower -level domain in the TLD.
- 1.20. "TLD" shall mean the .lc Top Level Domain in the DNS.
- 1.21. "DNS" shall mean the domain name system.
- 1.22. "IANA" shall mean the Internet Assigned Numbers Authority.
- 1.23. "ICANN" shall mean the Internet Corporation for Assigned Names and Numbers.

- 1.24. "Paid" Requests and Renewal Orders are those Requests and Renewal Orders for which Registrar has received payment via credit card or otherwise.
- 1.25. "Requests" shall mean Customer requests for initial Domain Name registrations.
- 1.26. "Registrar Customer Prices" shall mean the prices that Registrar charges Customers for each registration and/or renewal of a Domain Name.
- 1.27. "Registration Fee" shall mean the price paid by Registrar to Registry for each Paid Request, which is fulfilled by Registry.
- 1.28. "Renewal Orders" shall mean Customer requests for the renewal of Domain Names.
- 1.29. "Renewal Fee" shall mean the price paid by Registrar to Registry for each Paid Renewal Order, which is fulfilled by Registry.
- 1.30. "Zone-File Data" means all data contained in a DNS zone file for the TLD, or for any sub-domain in the TLD for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.
- 1.31. "Term of this Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.
- 1.32. "Third Party Obligations" shall mean the rules, regulations and policies of IANA, ICANN and the U.S. Department of Commerce and any other law making or policy-making body.
- 1.33. "Registry Operator" shall mean the entity or person that actually manages and operates the Registry.
- 1.34. "Registry Manager" shall have the same meaning as Registry Operator.
- 1.35. "Registry Services Provider" shall mean a provider of domain name registry services.

2. REPRESENTATIONS AND OBLIGATIONS OF REGISTRAR

2.1. Registrar represents that it has the right to enter into this Agreement and that its entry into this Agreement will not violate its obligations to any party.

2.2. REGISTRAR OBLIGATIONS. General Obligations of Registrar.

2.2.1. Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for the TLD for which it is accredited by the Registry in accordance with this Agreement;

2.2.2. As part of its registration of Domain Names in the TLD, Registrar shall submit to, or shall place in the Registry Database operated by Registry, the following data elements concerning Domain Name registrations that Registrar processes:

2.2.2.1. The name of the Domain Name being registered;

2.2.2.2. The hostname of the primary nameserver and secondary nameserver(s) for the Domain Name;

2.2.2.3. The IP addresses of the primary nameserver and secondary nameserver(s) for the Domain Name if the nameservers are part of the TLD;

2.2.2.4. Unless automatically generated by the System, the identity of the registrar;

2.2.2.5. Unless automatically generated by the System, the original creation date of the Domain Name;

2.2.2.6. Unless automatically generated by the System, the expiration date of the Domain Name;

2.2.2.7. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registered Name Holder;

2.2.2.8. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Domain Name.

2.2.2.9. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Domain Name;

2.2.2.10. Any other data the Registry shall require to be submitted to it.

2.2.3. Secure Connection. Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each EPP session shall be authenticated and encrypted as specified by the functional specifications provided by Registry. Registrar agrees that it shall disclose any password provided by Registry only to its employees with a need to know. Registrar agrees to notify the Registry within four (4) hours of learning that any such password has been compromised in any way or if the digital certificate or encryption key used for secure communication with System has been revoked by the issuing Certification Authority or compromised in any way.

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

2.2.5. Time of Entry. Registrar agrees that in the event of any dispute concerning the time of the entry of a Domain Name registration into the System, the time shown in Registry's records shall control.

2.2.6. Compliance with Terms and Conditions. Registrar agrees to comply with all other reasonable terms and conditions established by Registry from time to time, in its sole discretion, to assure sound operation of the System, by Registry, provided Registry gives Registrar reasonable notice of the establishment of those terms and conditions.

2.2.7. Resolution of Technical Problems. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, Registry may, in its sole discretion, temporarily suspend access to the System.

2.2.8. Indemnification Required of End Customers. Registrar shall require each Customer of a domain name in the TLD to indemnify, defend and hold harmless Registry, its directors, officers, shareholders, related companies, employees and agents from and

against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to such Customer's domain name registration and use thereof.

2.2.9. Indemnification by Registrar. Registrar shall indemnify, defend and hold harmless Registry, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising from the services or obligations of Registrar hereunder or Registrar's breach of this Agreement, or relating to such Registrar's access or use of the System and claims from Customers where such claims are as result of Registrar's actions, and the activities described in 2.2.10. This provision shall not apply for claims arising from the grossly negligent actions or omissions of Registry.

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

2.2.11. Suspension. Registrar acknowledges that if it violates any of the foregoing terms, or otherwise compromises the integrity of the System, Registry shall have the right to suspend Registrars' access to the System until such violation is cured.

2.3. Registrar shall use reasonable efforts to procure Customers who wish to register or renew Domain Names and to provide first-line customer support to Customers. Registrar shall accept and process the Requests and Renewal Orders and, using a mutually agreed upon method, shall inform Registry of the Requests and Renewal Orders for Registry to fulfill.

2.4. To comply with applicable statutes, regulations, guidelines and for any commercially practicable reasons, Registry may, from time to time, adopt policies and specifications establishing limits (a) on the personal data concerning Domain Name registrations that Registrar may make available to the public through a public-access service and (b) on the manner in which Registrar may make such data available. In the event Registry adopts any such policy, Registrar agrees to abide by said policy.

2.5. In the event Registry adopts a specification or policy, establishing or approving a Code of Conduct for Accredited registrars, Registrar shall abide by the new Code of Conduct.

- 2.6. Registrar shall abide by applicable laws and governmental regulations.
- 2.7. Registrar shall not activate any Domain Name registration unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Domain Name holder upon activation of the registration.
- 2.8. Registrar shall register Domain Names to Customers only for fixed periods. In the event that Registry adopts a specification or policy concerning procedures for handling expiration of registrations, Registrar shall abide by that specification or policy.
- 2.9. Registrar shall not insert or renew any Domain Name in the TLD in a manner contrary to a Registry-adopted policy stating a list or specification of excluded Domain Names that is in effect at the time of insertion or renewal.
- 2.10. Registrar shall require all Registered Name Holders to enter into an electronic registrar agreement that includes at least the terms outlined in Annex 1 – Model Customer Agreement.
- 2.11. Registrar shall be the billing contact for all Customers during the registration period and any and all renewal periods thereafter and shall be responsible for billing and collecting Registration Fees and Renewal Fees from Customers. Registrar shall also inform each Customer when the Domain Name is up for renewal.
- 2.12. Registrar shall provide notice to each new or renewed Registered Name Holder stating:
- 2.12.1. The purposes for which any Personal Data collected from the applicant are intended;
 - 2.12.2. The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);
 - 2.12.3. Which data are obligatory and which data, if any, are voluntary; and
 - 2.12.4. How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.
- 2.13. The Registered Name Holder shall consent to the data processing referred to in Section 2.12.

- 2.14. The Registered Name Holder shall represent that notice has been provided equivalent to that described in Section 2.12 to any third-party individuals whose personal data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Section 2.12. of any such third-party individuals.
- 2.15. Registrar shall agree that it will not process the personal data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Section 2.12 above.
- 2.16. Registrar shall agree that it will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 2.17. The Registered Name Holder shall agree to the adjudication of disputes concerning or arising from use of the Domain Name. The Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located. 2.18. The Registered Name Holder shall agree that its registration of the Domain Name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry -adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Domain Name.
- 2.19. Registrar shall abide by any Registry-adopted policy specifications or policies prohibiting or restricting warehousing of or speculation in Domain Name by registrars.
- 2.20. Nothing in this Agreement prescribes or limits the amount Registrar may charge Registered Name Holders for registration of Domain Name.
- 2.21. Domain-Name Dispute Resolution. During the term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Domain Name. In the event that Registry adopts a policy or procedure for resolution of disputes concerning Domain Name that by its terms applies to Registrar, Registrar shall adhere to the policy or procedure. Until different policies and procedures are established by Registry, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy identified on ICANN's website (www.icann.org/general/consensus-policies.htm).

3. OBLIGATIONS OF REGISTRY

- 3.1. **Accreditation.** During the Term of this Agreement, Registrar is hereby accredited by Registry to act as a registrar (including to insert and renew registration of Domain Names in the registry database) for the TLD.
- 3.2. **Domain Name Registration, Renewal and Transfer.** Registry will accept, process and fulfill the Customers' Registration Requests, Renewal Orders, and Transfers which have been procured and submitted by Registrar, provided that final acceptance of any application, shall be in Registry's sole discretion. Registry agrees, at Registry's sole cost and expense and only in accordance with Registrar's instructions, to: (i) register, modify, transfer and/or renew these Domain Names; (ii) cancel these Domain Names according to the terms of this Agreement; (iii) change the domain name servers for these Domain Names; and (iv) change the IP address for any of these Domain Names and nameservers. Registry shall also give Registrar and its Customers access to a search capability for information about currently registered Domain Names. Such services shall be available to Registrar 24 hours a day, 7 days a week.
- 3.3. **Registrar Use of Registry Name and Website.** Registry hereby grants to Registrar a non-exclusive, non-transferrable, worldwide, royalty-free license during the term of this Agreement (a) to state that it is accredited by Registry as a registrar in the TLD, and (b) to link to pages and documents within the Registry's web site. No other use of Registry's name or website is licensed hereby. This license may not be assigned or sublicensed by Registrar.
- 3.4. **General Obligations of Registry.** With respect to all matters that impact the rights, obligations, or role of Registrar, Registry shall, during the Term of this Agreement:
- 3.4.1. exercise its responsibilities in an open and transparent manner;
 - 3.4.2. not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;
 - 3.4.3. not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and
 - 3.4.4. ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by Registry's standards, policies, procedures or practices.
- 3.5. The initial registration period for a Domain Name shall be 1-10 year(s) and each subsequent renewal period shall be 1-9 year(s).

3.6. Registry agrees that the Customer shall be the exclusive registrant of the Domain Name. Registry will keep track of all Domain Names and inform Registrar by email of any Domain Names that need to be renewed at least forty-five (45) days before such Domain Name expires. If any such Domain Name expires, Registry may notify Registrar by email and Registry shall provide a thirty (30) day grace period for the Domain Name before deleting the Domain Name. The terms of this paragraph and Registry's obligations hereunder shall survive the termination of this agreement.

4. REPRESENTATIONS OF REGISTRY

- 4.1. Registry represents that it has no reason to believe that it does not have the right to enter into this Agreement and that its entry into this Agreement will not violate its obligations to, or the rights of, any third party.
- 4.2. Registry represents to Registrar that it is the exclusive registry for the TLD. In the event of any change that will render the foregoing inaccurate, Registry will immediately notify Registrar of such change. In addition, Registry represents to Registrar that it will use best efforts to maintain its delegation from relevant authorities to manage and accept registrations and renewals of domain names in the TLD. Registry acknowledges that the consideration for this Agreement and the benefits to Registrar hereunder are based, in part, upon Registrar's reliance on Registry's representations hereunder.
- 4.3. The following discounted registration fees shall apply to Registrar during the terms of this Agreement:

[please contact Registry Directly]

For comparison, the retail prices can be found at <http://www.nic.lc/prices.htm> and in Annex 2.

- 4.4. Registry hereby warrants and represents that the performance of the Services shall fully comply with the Country Third Party Obligations. In the event that the Country Third Party Obligations change, Registry agrees to immediately notify Registrar.

5. **PAYMENT OF SERVICES.**

- 5.1. Registrar shall determine the Registrar Customer Prices. Registrar shall have the right to change the Registrar Customer Prices in its sole discretion.
- 5.2. **Accreditation Deposit.** As a condition of accreditation, Registrar may be required to maintain an accreditation deposit with Registry.
- 5.3. **Yearly Accreditation Deposit.** The yearly accreditation deposit for the term of this Agreement shall be US \$5,000. Registrar shall pay Registry a yearly accreditation deposit in an amount established by Registry, in conformity with Registry policies. Payment of the yearly deposit shall be due upon execution by Registrar of this Agreement and on each anniversary date thereafter, (other than the expiration date). The deposit fee shall be due within thirty days after invoice from Registry. This fee shall not apply to a Registrar who (1) is an ICANN accredited registrar or (2) has already registered more than one hundred (100) Domain Names within Registry. If Registrar registers and fully pays the required registration fees (Section 5.4), for more than one hundred (100) Domains Names with Registry, the Accreditation Deposit may be refunded in its entirety less any related bank charges.
- 5.4. As full compensation hereunder, Registrar shall pay Registry a fee based upon the total number of distinct domain names as provided in Section 4.3 for each paid Request which is fulfilled by Registry ("Registration Fee"), and for each paid Renewal Order which is fulfilled by Registry ("Renewal Fee"). It is hereby agreed and understood that Registry shall receive a separate Registration Fee or Renewal Fee for each individual Domain Name included in the Request or Renewal Order. Registrar shall transmit to Registry (in the manner directed by Registry) the Registration Fees and Renewal Fees, no less frequently than on a monthly basis and within fifteen (15) days following the end of each such month. Payment shall be accompanied by a report showing the number of Requests, the number of Renewal Orders, and the calculation of the Registration Fees, Renewal Fees and all other billable transactions.
- 5.5. In the event of customer charge backs or uncollected payment, the Parties agree that Paid Requests and Renewal Orders shall not be considered "paid" and Registry shall not receive a Registration Fee or Renewal Fee for such Domain Names. In such event, the Domain Name(s) relating to such charge back(s) or uncollected payment shall be deleted from the Registry and shall be available for registration. In the event any Customer cancels a Domain Name after the current Grace Periods defined by Registry's policies (not as a result of a charge back or uncollected payment), the Parties agree that such Requests and Renewal Orders associated with such Domain Name

shall be considered paid and Registry shall receive a Registration Fee or Renewal Fee for such Domain Name.

5.6. Registry will invoice Registrar monthly in arrears for each month's Fees (as defined above). All undisputed Registration Fees and other fees are due immediately upon receipt of Registry's invoice pursuant to a deposit account, or other acceptable credit terms agreed by the Parties. In the event there is a dispute with respect to any Fees, the Parties will cooperate in good faith to resolve such dispute, provided however that in the event such dispute is not resolved within sixty (60) days of the invoice date, then such disputed amount shall be deemed owed on the sixtieth day.

5.7. Non-Payment of Registration Fees or Other Fees. Timely payment of Registration Fees or any other fees owed to Registry in accordance with Sections 5.1 through 5.5 (collectively, "Fees") is a material condition of performance under this Agreement. In the event that Registrar fails to pay its Fees, within thirty (30) days of the date when due, and Registry has exhausted Registrar's deposit, Registry may stop accepting new registrations and/or discontinue or deactivate maintenance of the domain names associated with invoices not paid in full from the System database and give written notice of termination of this Agreement pursuant to Section 10 below.

6. USE OF CUSTOMER INFORMATION AND CONTACT WITH CUSTOMERS.

6.1. The Parties agree that all Customer Information shall be the shared property of Registry and Registrar, to the extent allowed under applicable law. Registrar warrants that it has the legal right to reveal said Customer Information to Registry. The Parties agree that, for security purposes, Registrar shall be the sole owner of any Customer payment or credit card information relating to Requests or Renewal Orders. The Registry agrees that it will not reveal or sell the Customer Information to any third parties without Registrar's prior written permission. Notwithstanding the foregoing, Registry shall be entitled to display, on its website and to its registrars, resellers and other partners any WHOIS record associated with a Domain Name.

6.2. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Sections 2.2.2 Subsections 2.2.2.1 through Subsections 2.2.2.10 for all Domain Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, the Registry Database for the TLD. Registrar does not disclaim rights in the data elements listed in Sections 2.2.2 Subsections 2.2.2.4 through 2.2.2.9 concerning active Domain Name registrations sponsored by it in the registry for the TLD, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed

in Sections 2.2.2 Subsections 2.2.2.4 through 2.2.2.9 for the purpose of providing a service or services (such as a WHOIS service) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Domain Name registration in the registry for the TLD, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Sections 2.2.2 Subsections 2.2.2.4 through 2.2.2.9 concerning that registration, with Registrar also retaining the rights of an owner in that data.

6.3. Except as provided in this paragraph, in no circumstance shall Registry contact, communicate with or respond to a Customer directly without Registrar's prior written approval. Moreover, in order to insure the protection of Customers, no marketing or advertising to such Customers to promote services or products on behalf of Registry or any third parties shall be undertaken by Registry or any third party on its behalf, without the prior written approval of Registrar. If Registry receives a Request, a Renewal Order, a request to change the Customer's contact information, or any other inquiry or communication directly from a Customer, Registry will not fulfill the order, but will instead inform the Customer to contact Registrar directly with the order or inquiry and will copy Registrar on any such inquiry, communication and/or correspondence. Notwithstanding the above, if (i) requested by Registrar, (ii) this Agreement is terminated, or (iii) Registrar ceases to operate, Registry may respond directly to inquiries from Customers concerning the Domain Name.

7. USE OF LOGOS. Neither party shall use the other party's name and/or logo in any manner whatsoever, including in advertising and promotional materials or in any communications with third parties, without the other party's prior written permission.

8. Termination. This Agreement shall commence on the Effective Date and shall continue until terminated by either party at any time upon thirty (30) days written notice of such termination to the other party (the "Term"). Registrar, at such time, shall pay Registry all payments owed hereunder for Requests and Renewal Orders, which have been paid by Customers as of the date of termination. Except as set forth in this Section 8 and Section 11, upon termination of this Agreement, Registrar will have no further obligations to Registry hereunder. Upon such termination by Registrar, Registrar shall not be entitled to any refund of registration fees paid to Registry pursuant to this Agreement, however, Registrar shall be entitled to a refund of its Accreditation Deposit less any related bank charges and any outstanding fees owed to Registry.

9. Termination of Agreement by Registry. This Agreement may be terminated by Registry, before its expiration date, in any of the following circumstances:

- 9.1. If There exist a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.
- 9.2. Registrar is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Registry reasonably deems as the substantive equivalent of any of these offenses;
- 9.3. Registrar is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.
- 9.4. Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, provided, such officer or director is not removed in such circumstances.
- 9.5. Registrar fails to cure any breach of this Agreement (other than a failure to comply with a policy adopted by Registry during the term of this Agreement as to which Registrar is seeking, or still has time to seek, review within fifteen (15) working days after Registry gives Registrar notice of the breach).
- 9.6. Registrar continues acting in a manner that Registry has reasonably determined endangers the stability or operational integrity of the .lc registry after receiving three days notice of that determination.
- 9.7. Registrar becomes bankrupt or insolvent.

This Agreement may be terminated in circumstances 1 through 6 described in Subsections 9.1 – 9.6 above only upon fifteen days written notice to Registrar (in the case of circumstance 4 Subsection 9.5 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Section 13 to determine the appropriateness of termination under this Agreement. In the event Registrar initiates litigation or arbitration concerning the appropriateness of termination by Registry, the termination shall be stayed an additional thirty days to allow registrar to obtain a stay of termination under Section 13 below. If Registrar acts in a manner that Registry reasonably determines endangers the stability or operational integrity of the TLD registry and upon notice does not immediately cure, Registry may suspend this Agreement for five working days pending Registry's application for more extended specific performance or injunctive relief under Section 13 of this Agreement. This Agreement may be terminated immediately upon notice to Registrar in circumstance 7 described in Subsection 9.7 above.

10. Compliance. Registrar acknowledges that Registry's activities as a registry are subject to Third Party Obligations. Notwithstanding anything to the contrary herein, Registry reserves the right to modify Registrar's obligations hereunder in order to comply with such Third Party Obligations. Registrar also acknowledges that services provided by Registry pursuant to this Agreement must comply with all applicable laws and regulations of State of Florida, United States of America, and the Country.

11. Customer Billing Contact Data Required. In the event this Agreement terminates or Registrar ceases to operate, Registrar shall promptly provide Registry with all Customer billing contact information, excluding credit card information, for the purpose of continuing services to Customers.

12. Term of Agreement; Right to Substitute Updated Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term until the termination date of those agreements, as required by Section 1.2 of those agreements running until the Expiration Date, unless sooner terminated. In the event that, during the term of this Agreement, Registry posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars in the TLD, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Section 9 above) may elect, by giving Registry written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and Registry shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

13. Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including (1) disputes arising from Registry's failure to renew Registrar's accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either Party, by an arbitration conducted as provided in this Section 13 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Miramar, Florida, USA. There shall be three arbitrators: each Party shall choose one arbitrator and, if those two arbitrators do not agree on a third arbitrator, the third shall be chosen by the AAA. 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 AAA 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 conclusion of the arbitration hearing. In the event Registrar

initiates arbitration to contest the appropriateness of termination of this Agreement by Registry, Registrar may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the arbitration panel has granted a Registry request for specific performance and Registrar has failed to comply with such ruling. In all litigation involving Registry concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Miramar, Florida, 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 the Parties during the pendency of an arbitration, the Parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Miramar, Florida, USA, which shall not be a waiver of this arbitration agreement.

14. Limitations on Monetary Violations. Monetary liability of this Agreement by Registry shall not exceed the amount of accreditation deposit paid by Registrar to Registry under Section 5.3 of this Agreement. Registrar's monetary liability to Registry for violations of this Agreement shall be limited to the outstanding registration fees owing to Registry under this Agreement. In no event shall either Party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.

15. CONFIDENTIALITY. The Parties agree and acknowledge that each Party has and will have access to certain of the other Party's Confidential Information. Accordingly, the Parties agree that, during the Term of this Agreement and thereafter, each Party shall restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know and not disclose the other Party's Confidential Information to any party without prior written approval of the other Party. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either Party to disclose Confidential Information of the other Party if required to by ICANN, by law or in a judicial or other governmental investigation proceeding, provided the other Party has been given prior notice.

16. LIMITATION OF LIABILITY.

16.1. Except as expressly warranted herein, neither Party makes any warranties, expressed or implied, with respect to its web sites, the continuation of success thereof, and the materials contained therein and each party expressly disclaims any warranties, express, implied or statutory, including but not limited to the implied warranties and merchantability and fitness for a particular purpose.

16.2. Under no circumstances shall either Party be liable to the other Party for indirect, incidental, consequential, special or exemplary

damages arising from such Party's performance or non performance pursuant to any provision of this Agreement or the operation of such Party's site (including such damages incurred by third parties), such as, but not limited to, loss of revenue or anticipated profits or loss of business. Notwithstanding anything herein to the contrary, however, this section shall not limit either Party's liability to the other for (a) willful or malicious misconduct; (b) gross negligence, (c) direct damages to real or tangible personal property; or (d) indemnification of confidentiality obligations hereunder.

17. NOTIFICATION. Any notice required to be given hereunder shall be given in writing and delivered personally, sent by federal express or other recognized delivery service to each of the Party at their respective addresses set forth below or at such other addresses as either Party may hereafter notify the other of in such matter. Any notices sent by certified mail should be deemed to be given on the day such notice is received.

To Registrar:

Registrar

Attention: _____

To Registry:

Nic LC

#4 Colony House

P.O. Box GM 717

Castries, Saint Lucia

Attention: Albert H. Daniels

Fax: (758) 452-0330

or

Nic AG

New Winthorpes,

St. George's, Antigua.

Attention: Dr Patrick W Lay

Fax: (718) 504-4461

18. RELATIONSHIP OF PARTIES. Except as a Party may be specifically authorized in writing by the other, nothing herein contained shall be construed as authorizing a Party to bind the other in any way nor as constituting a Party as agent or representative of the other. Registrar covenants that Registrar and its employees will not represent itself or themselves as being agents or employees of Registry, unless expressly authorized by Registry.

19. TAXES. Each Party shall be responsible for and pay its own sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (a) entry into this Agreement; (b) the performance of any of the provisions of this Agreement; or (c) the transfer of any property, rights or any other grant hereunder

20. GOVERNING LAW AND JURISDICTION.

20.1 This Agreement shall be governed by the laws of the State of Florida, USA, and Saint Lucia and both Registry and Registrar consent to jurisdiction and venue in any and all disputes hereunder in the state or federal courts of Miramar, Florida, and Saint Lucia.

20.2 Registry hereby waives personal service of any summons, complaint or other process by any means, manner or method other than in the manner provided for the giving of notices to such Party in Section 17, and agrees that any process served upon it in such manner provided for in Section 17 shall have the same validity and legal force and effect as if served upon it personally within the State of Florida, USA and agrees that it will not assert the defense of lack of personal jurisdiction or forum non-conveniens in response to any such action or seek to change venue from the forum in which any such action is initially commenced. If Registry has an authorized agent for service of process in the State of Florida, USA, Registry will inform Registrar of the identity of that agent promptly following execution of this Agreement.

20.3 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the Parties. The Parties hereby further agree to opt out of the application of the United Nations Convention for the International Sale of Goods to this transaction.

21. ASSIGNMENT. Neither Party may assign this Agreement or any of its rights, interests or obligations without the prior written approval of the other Party, which approval shall not be unreasonably withheld; provided, however, that such approval shall not be required in the event either Party assigns this Agreement as a result of a sale of all or substantially all of the assets of such party pursuant to a merger, consolidation, or otherwise; provided, further,

however, that a notice of such merger, consolidation, or other transaction shall be given to the other Party promptly following such merger, consolidation, or other transaction. All the terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. PRIOR REGISTRATIONS AND RENEWALS AND PRIOR AGREEMENTS.

The Parties hereby agree that this Agreement shall supersede any and all other registrar agreements between the Parties, whether written or oral, which were entered into prior to the date hereof. The terms of this Agreement shall govern any renewals of Domain Names registered by Registry for Registrar's Customers prior to the Effective Date of this Agreement and future services with respect to such Domain Names including without limitation any renewals for such Domain Names. Notwithstanding the above, Registrar shall promptly pay all outstanding balances for services provided by Registry to Registrar prior to the Effective Date of this Agreement.

23. SEVERABILITY. It is the intention of the Parties that if any court shall determine that if any provision of this Agreement or part hereof is unenforceable, such provisions shall not be terminated but shall be deemed amended to the extent required to render it valid and enforceable. If necessary to effect the original 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.

23.1. Arbitration. In the event that the Parties cannot conclude such negotiation in a satisfactory manner to both parties, the dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted pursuant to Section 13 above.

In Witness Whereof, the Parties have caused this Agreement to be executed as of the date first above written by the undersigned duly authorized officers.

Nic LC / Nic LC LLC.

By (Signature)

By (Signature)

Name (Print)

Name (Print)

By (Signature)

By (Signature)

Name (Print)

Name (Print)

By (Signature)

By (Signature)

Name (Print)

Name (Print)

Title

Title

Title

Title

Title

Title

Date

Date

ANNEX 1 – MODEL CUSTOMER AGREEMENT

1. The Registered Name Holder shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Domain Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of a Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Section 2.2.2 Subsections 2.2.2.1 through 2.2.2.3 and Subsections 2.2.2.6 through 2.2.2.9.
2. A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder registrar contract and be a basis for cancellation of the Domain Name registration.
3. Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Domain Name. A Registered Name Holder licensing use of a Domain Name (a Registered Name) according to this provision shall accept liability for harm caused by wrongful use of the Domain Name, unless it promptly discloses the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.
4. The Registered Name Holder shall consent to the data processing referred to in Section 2.12.
5. The Registered Name Holder shall represent that notice has been provided equivalent to that described in Section 2.12 to any third-party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Section 2.12. of any such third-party individuals.

6. The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

ANNEX 2 – Registry Domain Name Retail Prices

May 15, 2007

DOMAIN COSTS FOR NON-SAINT LUCIAN ENTITIES

TLD	First 1 Year's Charge	Yearly Renewal
.LC	US \$75	US \$75
.COM.LC	US \$50	US \$50
.NET.LC	US \$50	US \$50
.ORG.LC	US \$50	US \$50
.CO.LC	US \$50	US \$50
.L.LC	US \$50	US \$50
.P.LC	US \$50	US \$50

DOMAIN COSTS FOR SAINT LUCIAN ENTITIES

TLD	First 1 Year's Charge	Subsequent Years
.LC	US \$37.50	US \$37.50
.COM.LC	US \$25	US \$25
.NET.LC	US \$25	US \$25
.ORG.LC	US \$25*	US \$25*
.CO.LC	US \$25	US \$25
.L.LC	US \$25	US \$25
.P.LC	US \$25	US \$25
.EDU.LC	\$FREE!*	\$FREE!*
.GOV.LC	\$FREE!*	\$FREE!*

* FREE only for qualified persons or organizations. Please see domain rules at <http://www.nic.lc/prices.htm>.