

pwTLD Registrar Accreditation Agreement

This REGISTRAR ACCREDITATION AGREEMENT ("Accreditation Agreement") is by and between PW Registry Corp., a Delaware corporation ("PW Registry"), and _____, a _____ located in _____ ("Registrar"), and shall be deemed made on _____ at Woburn, Massachusetts., USA.

1. **DEFINITIONS.** For purposes of this Accreditation Agreement, the following definitions shall apply:
 - 1.1 "**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 Registrar Services.
 - 1.2 The "**Effective Date**" is the last date below upon which this Accreditation Agreement is executed.
 - 1.3 "**PW Registry**" or "**Registry**" means PW Registry Corporation., its successors and assigns.
 - 1.4 "**Registered Name**" means a domain name within the .pwTLD.
 - 1.5 "**Registrant**" means the holder of a Registered Name.
 - 1.6 The word "**Registrar**," when appearing with an initial capital letter, refers to _____ a party to this Accreditation Agreement.
 - 1.7 The word "**registrar**," when appearing without an initial capital letter, refers to a person or entity that contracts with a Registrant and with PW Registry and collects registration data about the Registrant and submits registration information for entry in the Registry Database and is party to an accreditation agreement with PW Registry.
 - 1.8 "**Registrar Services**" means services provided by a registrar in connection with the pwTLD, and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.
 - 1.9 "**Registry Database**" means a database comprised of data about one or more domain names within pwTLD 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.
 - 1.10 "**Registry System**" means the registry system operated by PW Registry for Registered Names in the pwTLD.
 - 1.11 "**Term of this Accreditation Agreement**" begins on the Effective Date and continues to the termination of this Accreditation Agreement.
 - 1.12 "**TLD Zone-File Data**" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.

- 1.13 “**API**” means Application Programmable Interface. In other words, any machine-to-machine interfaces providing access to the PW Registry.
- 1.14 “**Registry Service**” means any fee-based service provided by the PW Registry on behalf of Registrars or Registrants.

2. PW REGISTRY OBLIGATIONS.

- 2.1 **Accreditation.** During the Term of this Accreditation Agreement, Registrar is hereby accredited by PW Registry to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database and to resell any other Registry Service) for the pwTLD.
- 2.2 **Registrar Use of PW Registry Name and Website.** PW Registry hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Accreditation Agreement to (a) state that it is accredited by PW Registry as a registrar for the pwTLD and (b) to link to pages and documents within the PW Registry web site. Registrar will place on the first web page at which customers can register domain names a "pwTLD Accredited Registrar" logo to be supplied by PW Registry. This license may not be assigned or sublicensed by Registrar.
- 2.3. **Access to pwTLD System.** Throughout the Term of this Agreement, PW Registry shall provide Registrar with access as a registrar to the pwTLD System. Nothing in this Agreement entitles Registrar to enforce any agreements between PW Registry, the .pwTLD IANA Sponsor or IANA, and Registrar shall not be deemed to be a third-party beneficiary to any Agreements between the PW Registry, the .pw IANA Sponsor or IANA.
- 2.4. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, PW Registry shall maintain the registrations of Registered Names and Registry Services sponsored by Registrar in the pwTLD System so long as Registrar has paid the Fees required by this Agreement and this Agreement remains in effect.
- 2.5. **Provision of Tool Kits; Limited License.**
- 2.5.1. **Registrar Tool Kit.** No later than five (5) business days after a request from Registrar, PW Registry shall provide Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit Registrar to interface with the pwTLD System and employ its features that are available to registrars, provided that, if the Effective Date occurs prior to the date that PW Registry has made the pwTLD Tool Kit available to .pw registrars generally ("Availability Date"), PW Registry shall provide to Registrar a copy of the pwTLD Tool Kit, no later than five (5) business days after the Availability Date.

Certain Registry Services, including IP Claims and Defensive Sponsorships, do not require use of the Registrar Tool Kit.

- 2.5.2. **Limited License.** Subject to the terms and conditions of this Agreement, including without limitation Registrar's timely payment of all Fees, PW Registry hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the APIs and any reference

client software included in the Registrar Tool Kits, as well as any updates and redesigns thereof, for providing domain name Registrar Services in the pwTLD only and for no other purpose.

- 2.6. **Changes to pwTLD System.** PW Registry may, in its discretion from time to time make modifications to the APIs, or other software or materials licensed hereunder that will modify, revise or augment the features of the pwTLD System. PW Registry will use commercially reasonable efforts to provide Registrar with at least sixty (60) days notice prior to the implementation of any material changes to the APIs or software licensed hereunder. PW Registry shall have no obligation under this Agreement to update, modify, maintain, or repair any APIs, or other software materials (or any updates or redesigns thereto) licensed under this Agreement to Registrar.
- 2.7. **Engineering and Customer Service Support.** During the Term of this Agreement, PW Registry will provide a web-based customer service capability which shall be the primary method of customer service support to Registrar. PW Registry will provide reasonable telephone and email customer service support to Registrar.
- 2.8. **Handling of Personal Data.** PW Registry shall notify Registrar of the purposes for which Personal Data submitted to PW Registry by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. PW Registry shall take commercially reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction.

3. REGISTRAR OBLIGATIONS.

3.1 **Obligations to Provide Registrar Services.** During the Term of this Accreditation Agreement, Registrar agrees that it will operate as a registrar for the pwTLD in accordance with this Accreditation Agreement.

3.2 **Submission of Registered Name Holder Data to Registry.** During the Term of this Accreditation Agreement:

3.2.1 As part of its registration of Registered Names in the pwTLD, Registrar shall submit to, or shall place in the Registry Database operated by PW Registry, the following data elements:

3.2.1.1 The name of the Registered Name being registered;

3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.2.1.3 The corresponding names of those nameservers;

3.2.1.4 Unless automatically generated by the Registry System, the identity of the Registrar;

3.2.1.5 Unless automatically generated by the Registry System, the expiration date of the registration;

- 3.2.1.6 Any other data PW Registry, as Registry, requires be submitted to it, including specifically, the data elements listed in Section 3.3 of this Agreement;
 - 3.2.1.7 The name, postal address, e-mail address, voice telephone number, email forwarding address and (where available) the fax number of the Registrant for the Registered Name;
 - 3.2.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
 - 3.2.1.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
 - 3.2.1.10 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the Registered Name.
- 3.2.2 Within five (5) business days after receiving any updates, from the Registered Name Holder, to the data elements required to be submitted to the Registry listed in Section 3.2 for any Registered Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by PW Registry.

3.3 Public Access to Data on Registered Names. The PW registry will be providing a publicly-available “thin” Whois database displaying the fields listed below. Registrar may provide a link to the PW Registry Whois or provide their own publicly-available PW “thin” Whois database. However, at no times, shall the Registrar provide a Whois capability with access to more contact fields than those listed below.

- 3.3.1 The pwTLD Whois may consist of the following elements as required and amended by the PW Registry:
 - 3.3.1.1 The name of the Registered Name;
 - 3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
 - 3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);
 - 3.3.1.4 Registrar ID
 - 3.3.1.5 The original creation date of the registration;
 - 3.3.1.6 The expiration date of the registration;

3.3.1.7 The name of the Registrant

3.3.1.8 The postal address of the Registrant

3.4 Retention of Registrant and Registration Data.

3.4.1 During the Term of this Accreditation Agreement, Registrar shall maintain, or cause to be maintained, an electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within the pwTLD. The data for each such registration shall include the elements listed in Sections 3.2 and 3.3 and any other Registry Data that Registrar has submitted to the Registry or placed in the Registry Database under Subsection 3.2.

3.4.2 During the Term of this Accreditation Agreement and for three (3) years thereafter, Registrar (itself or by its agent(s)) shall maintain, or cause to be maintained, the following records relating to its dealings with PW Registry, as Registry, and Registrant:

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to PW Registry, as Registry;

3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registrant, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registrant with Registrar, including dates and amounts of all payments and refunds.

3.5 **Rights in Data.** Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Sections 3.2. and 3.3 for all Registered Names and Registry Services submitted by Registrar to the Registry Database for, or sponsored by Registrar in, the pwTLD. Upon a change in sponsorship from Registrar of any Registered Name in the pwTLD, Registrar acknowledges that the registrar gaining sponsorship shall have transferred to it any rights of use in the data elements listed in Sections 3.2 and 3.3 held by the Registrar under this Agreement. The licensing of bulk or data mining access to third parties is expressly prohibited.

3.6 Deleted.

3.7 Business Dealings, Including with Registrant.

3.7.1-3.7.3 Deleted.

- 3.7.4 Registrar shall not activate any Registered Name 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 Registrant upon activation of the registration.
- 3.7.5 Registrar shall register Registered Names to Registrant only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation and deletion of the registration.
- 3.7.6 Registrar shall not insert or renew any Registered Name in a manner contrary to a PW Registry policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal
- 3.7.7 Registrar shall require all Registrants to enter into electronic or paper registration agreements with Registrar including at least the following provisions:
- 3.7.7.1 The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e- mail address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in Section 3.2.
 - 3.7.7.2 A Registrant's willful or grossly negligent provision of inaccurate or unreliable information, it's willful or grossly negligent failure promptly to update information provided to Registrar shall constitute a material breach of the Registrant's Registration Agreement with the registrar and may be a basis for cancellation and deletion of the Registered Name registration.
 - 3.7.7.3 Enforcement of Accurate Customer and Whois Data
 - 3.7.7.3.1 Registrar shall accept written complaints from third parties regarding false and/or inaccurate Customer and/or Whois data of Registrants.
 - 3.7.7.3.2 No later than thirty (30) days after receipt of a written complaint, or upon its own initiative, the Registrar shall conduct an initial investigation into the veracity and accuracy of the contact details. If the Registrar determines that the information is false, inaccurate or not up to date, Registrar shall issue a letter to the Registrant via e-mail, and regular first class mail, stating that the information contained in the Registrant's Customer record and/or Whois record may be false, inaccurate or not up to date.

- 3.7.7.3.3 The Registrant shall be required to update its contact information no later than thirty (30) calendar days from the date of such notice. If, within thirty (30) days, Registrant can either (i) show that it has not provided false or inaccurate contact information or (ii) provide the updated contact information, then the registrant will be allowed to maintain its pwTLD domain name registration. If, however, after thirty (30) days, the registrant either does not respond to Registrar's notice or is unable to provide true and accurate contact information, the registrant shall be deemed to have breached its registration agreement and the registrar may delete the registration.
- 3.7.7.3.4 Registrar shall not be required to refund any fees paid by the Registrant if the Registrar terminates a Registrant's registration agreement due to its enforcement of this provision.
- 3.7.7.4 Any Registrant that intends to license use of a domain name to a third party is nonetheless the Registrant 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 Registered Name. A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registrant reasonable evidence of actionable harm.
- 3.7.7.5 Registrar shall provide notice to each new or renewed Registrant stating:
- 3.7.7.5.1 The purposes for which any personal data collected from the applicant are intended;
- 3.7.7.5.2 The intended recipients or categories of recipients of the data (including PW Registry, as Registry, and others who will receive the data from PW Registry, as Registry);
- 3.7.7.5.3 Which data are obligatory and which data, if any, are voluntary; and
- 3.7.7.5.4 How the Registrant or data subject can access and, if necessary, rectify the data held about them.
- 3.7.7.6 The Registrant shall consent to the data processing referred to in this Section 3.7.7.4.
- 3.7.7.7 The Registrant shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose personal data are supplied to Registrar by the Registrant, and that the Registrant has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.

- 3.7.7.8 Registrar shall agree that it will not process the personal data collected from the Registrant in a way incompatible with the purposes and other limitations about which it has provided notice to the Registrant in accordance with Subsection 3.7.7.4 above.
- 3.7.7.9 Registrar shall agree that it will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 3.7.7.10 The Registrant shall represent that, to the best of the Registrant's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used is an illegal use of the Registered Name.
- 3.7.7.11 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Registrar is located, and 3) where PW Registry is located.
- 3.7.7.12 The Registrant shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any PW Registry adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a PW Registry adopted specification or policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the Registered Name or (3) for violation of any PW Policy, including, but not limited to, the PW's Acceptable Use Policy
- 3.7.7.13 The Registrant shall indemnify and hold harmless the Registry and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name.
- 3.7.8 Registrar shall abide by any specifications or policies established according to Section 4 requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take the steps set forth in Section 3.7.7.3 to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take the steps described in Section 3.7.7.3. to correct that inaccuracy.

- 3.7.9 Registrar shall abide by any PW Registry adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by registrars.
- 3.7.10 Nothing in this Accreditation Agreement prescribes or limits the amount Registrar may charge Registrant for registration of Registered Names.
- 3.8 **Domain-Name Dispute Resolution.** During the Term of this Accreditation Agreement, Registrar and Registrant shall agree to be bound by the PW Domain Name Dispute Policy and Procedures as published on the PW Registry's website
- 3.9 **Renewal Accreditation Fees.** As a condition of renewing an accreditation, Registry may impose renewal accreditation fees to Registrar. The annual renewal accreditation fee shall be \$500 for the pwTLD. Thereafter, the yearly accreditation fee may be increased by up to ten percent (10%) from the previous year. Payment of the yearly fixed fee shall be due within thirty (30) days after invoice from PW Registry.
- 3.10 **Indemnification; Insurance.** Each party agrees to indemnify, defend and hold harmless the other party and its Affiliates and its and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses, liabilities, damages, fees, assessments, penalties, costs and claims and all related costs and expenses (including reasonable attorneys' fees) related to claims ("Claims") arising from the indemnifying party's breach of a representation, warranty or covenant hereunder. In connection with a Claim, the party seeking indemnification (a) will give the indemnifying party prompt written notice of the Claim, (b) will cooperate with the indemnifying party (at the indemnifying party's expense) in connection with defending and settling the Claim, and (c) will permit the indemnifying party to control the defense and settlement of the Claim (but only on a reasonably satisfactory demonstration by the indemnifying party of sufficient resources to conduct such defense), provided that the indemnifying party shall not settle the Claim in a manner that would bind the indemnified party without the indemnified party's prior written consent (which shall not be unreasonably withheld). The indemnified party (at its own cost) may participate in the defense and settlement of the Claim. Neither the receipt, inspection nor retention by any party of any copy of any document or documents delivered pursuant to the Agreement, nor any omission by such party to exercise any right of such party, nor the expiration or termination of the Agreement, nor the election by such party to participate in or conduct the defense of any claim or action shall impair, modify or discharge any of such party's indemnities, warranties, representations or obligations herein contained.
- 3.11. **Registrar Responsibility for Customer Support; Participation in Marketing Campaigns/Community Outreach Programs.** As provided for in the Accreditation Agreement, Registrar shall provide (i) Registrar Services and support to accept and process orders for Registered Names and/or Registry Services from proposed Registrants and (ii) customer service (including domain name record support) and billing and technical support to Registrants. In addition, Registrar will use commercially reasonable efforts to market, either directly or through authorized resellers, Registry Services to potential Registrants and Registrar will reasonably cooperate with pwTLD Registry in marketing campaigns or community outreach programs that pwTLD Registry may commence from time to time.
- 3.12. **Registrar's Registration Agreement;** At all times during the Term of this Agreement while it is sponsoring the registration of any Registered Name within the pwTLD System,

Registrar shall have in effect an electronic or paper registration agreement with each Registrant (a "Registration Agreement"). Registrar shall, if so requested by pwTLD Registry from time to time, promptly furnish to pwTLD Registry a copy of each general form of Registration Agreement it uses with Registrants. Registrar shall include in each Registration Agreement those terms specifically required by this Agreement and the Accreditation Agreement and other terms that are consistent with Registrar's obligations to pwTLD Registry under this Agreement and the Accreditation Agreement and that will ensure ongoing compliance with both such agreements. Without limiting the foregoing, the Registration Agreement shall require each Registrant to certify, that it has, and shall continue to have, a lawful intended use in order to qualify to register and maintain its use of a Registered Name.

- 3.13. **Indemnification Required of Registrants.** In its Registration Agreement with each Registrant, Registrar shall require such Registrant to indemnify, defend and hold harmless PW Registry, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name or any other Registry Service. Each Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.
- 3.14. **Security.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the pwTLD System is secure. All data exchanged between Registrar's system and the pwTLD System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the pwTLD System granted hereunder from being used to (1) 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 (2) enable high volume, automated, electronic processes that send queries or data to the systems of pwTLD Registry, or any other registrar, except as reasonably necessary to register domain names or modify existing registrations in compliance with this Agreement. In addition, pwTLD Registry may from time to time require other reasonable security provisions to ensure that the pwTLD System is secure, and Registrar will comply with all such provisions.
- 3.15. **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 APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the pwTLD System or other emergency, pwTLD Registry may, in its sole discretion, temporarily suspend access to the pwTLD System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including any affiliates of pwTLD Registry that serve as registrars.
- 3.16. **Time of Entry of Domain Name Registration.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the pwTLD Database, the time shown in the pwTLD System records shall control.

- 3.17. **Change in Registrar Sponsoring Domain Name.** Upon the publication of a Transfer policy, Registrar may assume sponsorship of a Registrant's existing domain name registration from another registrar by following the Transfer policy set forth by the PW Registry.
- 3.18 **Resellers.** Registrar may, at its discretion from time to time, designate one or more resellers that will be permitted to provide Registrar Services consistent with those permitted of Registrar under this Agreement. Registrar shall enter into a written agreement with each of its resellers (a "Reseller Agreement"), which will ensure compliance with this Agreement and the Accreditation Agreement and include sufficient terms and conditions to obligate each reseller to abide by all terms and conditions and all Registrar obligations set forth in this Agreement and the Accreditation Agreement. Registrar shall be primarily liable for all acts or omissions of its resellers, and PW Registry's obligations under this Agreement and the Accreditation Agreement shall not be increased due to Registrar's appointment of resellers. Further, in its Reseller Agreement with each reseller, Registrar shall require such reseller to indemnify, defend and hold harmless PW Registry, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to any activities of such reseller. Each such Reseller Agreement shall further require that this indemnification obligation survive the termination or expiration of that agreement.

4. **PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.**

4.1 **Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies.** During the Term of this Accreditation Agreement, Registrar shall comply with the terms of this Accreditation Agreement and, on the schedule set forth in Subsection 4.3, with

4.1.1 new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by PW Registry as pwTLD Policies in the manner described in Subsection 4.2, in cases where:

4.1.1.1 this Accreditation Agreement expressly provides for compliance with revised specifications or policies established in the manner set forth in one or more subsections of this Section 4; or

4.1.1.1.2 the specification or policy concerns one or more topics described in Subsection 4.2.

4.1.2 new or revised specifications and policies established required by operation of the PW Registry.

4.2 **Manner of Establishment of New and Revised Specifications and Policies**

4.2.1 "PW Registry Policies" are those specifications or policies established by PW Registry and published on the pwTLD website, taking into account the recommendations of the PW Policy Council , as appropriate.

4.2.2 For all purposes under this Accreditation Agreement, the policies specifically identified by PW Registry on its website, at the date of this Accreditation Agreement as having been adopted by PW Registry before the date of this Accreditation Agreement shall be treated in the same manner and have the same effect as "PW Registry Policies". Such PW Registry Policies are hereby incorporated by reference and shall be binding on Registrar.

4.3 **Time Allowed for Compliance.** Registrar shall be afforded a reasonable period of time after receiving notice of the establishment of a specification or policy under Subsection 4.2 in which to comply with that specification or policy, taking into account any urgency involved.

5. TERM AND TERMINATION.

5.1 **Specific Performance.** While this Accreditation Agreement is in effect, either party may seek specific performance of any provision of this Accreditation Agreement in the manner provided in Section 5.5 below, provided the party seeking such performance is not in material breach of its obligations.

5.2 **Termination of Accreditation Agreement by Registrar.** This Accreditation Agreement may be terminated before its expiration by Registrar by giving PW Registry thirty (30) days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to PW Registry pursuant to this Accreditation Agreement.

5.3 **Termination of Accreditation Agreement by PW Registry.** This Accreditation Agreement may be terminated before its expiration by PW Registry in any of the following circumstances:

5.3.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.

5.3.2 Registrar:

5.3.2.1 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 PW Registry reasonably deems as the substantive equivalent of those offenses; or

5.3.2.2 is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

5.3.3 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, or is the subject of a judicial determination that PW Registry deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.

5.3.4 Registrar fails to cure any breach of this Accreditation Agreement within fifteen (15) business days after PW Registry gives Registrar notice of the breach.

- 5.3.5 Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.5.
- 5.3.6 Registrar continues acting in a manner that PW Registry has reasonably determined endangers the stability or operational integrity of the Internet or the Registry System after receiving three (3) days notice of that determination.
- 5.3.7 Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar's property or assets or the liquidation, dissolution or winding up of Registrar's business.

5.4 **Term of Accreditation Agreement; Renewal; Right to Substitute Updated Accreditation Agreement.** This Accreditation Agreement shall be effective on the Effective Date and shall expire one year following the Effective Date.. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the PW Registry-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Accreditation Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Accreditation Agreement) that PW Registry adopts in accordance with Subsection 2.3 and Subsection 4.2. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Accreditation Agreement, PW Registry posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Accreditation Agreement under Subsection 5.3 above) may elect, by giving PW Registry written notice, to enter an agreement in the updated form in place of this Accreditation Agreement. In the event of such election, Registrar and PW 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 Accreditation Agreement was made, and this Accreditation Agreement will be deemed terminated.

5.5 **Resolution of Disputes under this Accreditation Agreement; Governing Law.** Disputes arising under or in connection with this Accreditation Agreement, including (1) disputes arising from PW 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 Subsection 5.5 pursuant to the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Boston, MA., USA. There shall be three (3) arbitrators: each party shall choose one arbitrator; if those two arbitrators do not agree on a third arbitrator within fifteen (15) calendar days of the designation of the second arbitrator, the AAA shall choose the third. 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 (90) days of the selection of the third arbitrator. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Accreditation Agreement by PW 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 request for specific performance and Registrar has failed to comply with such ruling. In all litigation involving PW Registry concerning this Accreditation 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 the First District of the Commonwealth of Massachusetts, 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 the First District of the Commonwealth of Massachusetts, USA, which shall not be a waiver of this arbitration agreement. This Accreditation Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Massachusetts).

- 5.6 **Limitations on Monetary Remedies for Violations of this Accreditation Agreement.** PW Registry's aggregate monetary liability for violations of this Accreditation Agreement shall not exceed the amount of accreditation fees paid by Registrar to PW Registry under Subsection 3.9 of this Accreditation Agreement. Registrar's monetary liability to PW Registry for violations of this Accreditation Agreement shall be limited to the aggregate amount of accreditation fees previously paid plus those then owing to PW Registry under this Accreditation Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATION OF THIS ACCREDITATION AGREEMENT.
- 5.7 **Assignment.** Either party may assign or transfer this Accreditation Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld, except that PW Registry may assign this agreement by giving Registrar written notice of the assignment.
- 5.8 **No Third-Party Beneficiaries.** This Accreditation Agreement shall not be construed to create any obligation by either PW Registry or Registrar to any non-party to this Accreditation Agreement, including any Registrant.
- 5.9 **Notices, Designations, and Specifications.** Any notice or other communication required or permitted to be delivered to any party under this Accreditation Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against receipt of confirmation of delivery) or by facsimile (against receipt of answerback confirming delivery) during business hours to the address or facsimile number set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed

properly given from PW Registry to Registrar at such time as PW Registry posts any notice, update, modification or other information on its website, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new PwTLD Policy).

If to Registry:

PW Registry Corp.
400 West Cummings Park
Suite 1725-136
Woburn, MA 01801
Attn: Registrar Liaison
phone: +1.617.930.0638
fax: +1.617.933.7613

If to Registrar:

With a copy to:

PW Registry, Inc.
400 West Cummings Park
Suite 1725-136
Woburn, MA 01801
Attn: Legal Counsel
phone: +1.617.930.0638
fax: +1.617.933.7613

With a copy to:

- 5.10 **Dates and Times.** All dates and times relevant to this Accreditation Agreement or its performance shall be computed based on the date and time observed in Boston, MA., USA.
- 5.11 **Language.** All notices, designations, and specifications made under this Accreditation Agreement shall be in the English language.
- 5.12 **Amendments and Waivers.** No amendment, supplement, or modification of this Accreditation Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Accreditation Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Accreditation Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.
- 5.13 **Counterparts.** This Accreditation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.14 **Entire Accreditation Agreement.** Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to PW Registry in connection with its Accreditation, this Accreditation Agreement constitutes the entire agreement of the parties pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

5.15 **Construction; Severability.** The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Accreditation Agreement. Unless otherwise stated in this Accreditation Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Accreditation Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Accreditation Agreement, as it is the intent of the parties that this Accreditation Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Accreditation Agreement shall be construed as if such clause or portion thereof had never been contained in this Accreditation Agreement, and there shall be deemed substituted therefore such provision as will most nearly carry out the intent of the parties as expressed in this Accreditation Agreement to the fullest extent permitted by applicable law.

6. FEES

6.1. **Amount of PW Registry Fees.** Registrar agrees to pay PW Registry the fees set forth in Appendix A for initial, renewal and transfer registrations and other services provided by PW Registry to Registrar (collectively, "Fees"). PW Registry reserves the right to revise the Fees prospectively upon thirty (30) days notice to Registrar, provided that such adjustments are applied consistently across all registrars.

6.2. **Payment of PW Registry Fees.** In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by PW Registry, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by PW Registry to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. PW Registry shall provide monthly invoices to the Registrar.

6.3 **Registry Fee; Taxes.** Registrar shall pay to PW Registry a Registry Fee, as set forth in Appendix A, for each Registry Service registered in the .PW Registry, including, without limitation, any Domain Name (a) that is purchased from a registrar or other Domain Name reseller, (b) that is renewed by a Domain Name owner, or (c) whose term is extended as a result of a transfer of the registration of the Domain Name from one registrar or reseller to another. The payment of the Registry Fees shall be made without any deduction or withholding on account of any tax, duty, charge or penalty, except as required by law, in which case the sum payable by Registrar in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, PW Registry receives and retains (free from any liability in respect thereof) a net sum equal to the sum PW Registry would have received but for such deduction or withholding being required. Registrar shall pay all taxes owed due to any sale or transfer of, or transaction involving, a Domain Name registration. For purposes of this Agreement, each extension of a registration term shall constitute a renewal of a registration, and each renewal of a registration shall constitute, for purposes of fees and other payments, a new registration. The completion by PW Registry of a transfer of sponsoring registrars for a Domain Name shall result in at least a twelve-month registration term extension commencing on the expiration of the then current registration term, and, accordingly, Registrar shall pay PW Registry the Registry Fee for such twelve months (plus Operation Fees for any additional periods then bought) in connection therewith in accordance with the provisions of this Agreement that govern payment of Operations Fees for new registrations.

- 6.4 **Payments.** Prior to PW Registry beginning to provide any services under this Agreement, Registrar shall transfer to PW Registry a minimum amount of \$1,000.00 to establish a pre-payment account (the "Registration Fund"). For each Domain Name registration, renewal, or transfer for which an Registry Fee is required to be paid hereunder, the Registration Fund will be debited by the applicable Registry Fee. When the balance of the Registration Fund amounts to \$250.00 or less, Registrar shall promptly replenish the Registration Fund to the greater of \$1,000.00 or the approximate value of aggregate Operation Fees that will be payable by Registrar for the next thirty (30) days based on the then-current monthly registration, renewal and transfer volumes. If the value of the Registry Fees debited against the Registration Fund exceeds the then-current balance in the Registration Fund, PW Registry may cease providing any services required under this Agreement until Registrar replenishes the Registration Fund in the manner set forth above. All funds paid by Registrar pursuant to this Agreement shall be paid by wire transfer or certified bank check in accordance with PW Registry's instructions.
- 6.5 **Fees Non-Refundable.** Registrar shall bear all the risk of chargebacks, returns, refunds and early terminations; PW Registry will not refund any fees associated with any Registry Service that is charged back, refunded, returned or terminated early and Registrar shall owe PW Registry all fees associated with each Domain Name regardless of whether such Domain Name is refunded, returned, charged back or terminated early.
- 6.6 **Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with PW Registry or otherwise fails to pay Fees when due, PW Registry may do any or all of the following: (a) stop accepting any and all Registrar transactions from Registrar; (b) delete the Registry Services associated with any negative balance incurred from the pwTLD Database; and (c) pursue any other remedy permitted under this Agreement or at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Accreditation Agreement to be executed in duplicate by their duly authorized representatives.

PW Registry Corporation

[Registrar Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Appendix A: Registry Fees

The more PW addresses you sell, the lower your registry fees become.

All registrars start off paying the same base rate. But, as each registrar reaches certain milestones, the registry fee will drop for subsequent registrations.

Please note the registry fees are the same for registrations, renewals and transfers. The minimum registration term for new registrations and renewals is one month. The minimum term extension for transfers is twelve months.

PW Product	Fees/month	Fees/year	Initial Term	Renewal Term
	(\$US)	(\$US)		
PW Address (Domain Name Plus Email Forwarding)				
1-5,000 Names	\$1.50	\$18.00	1 month	1 month
5,001-10,000 Names	\$1.25	\$15.00	1 month	1 month
10,001 + 100,000	\$1.00	\$12.00	1 month	1 month
100,001+	\$0.75	\$9.00	1 month	1 month
PW IP Claim	N/A	\$50.00	1 Year	1 Year
PW Country Domains (Availability Date: TBD)	N/A	\$100.00	3 years	3 years
PW Defensive Sponsorships - Standard	N/A	\$600.00	3 years	3 years
PW Defensive Sponsorships - Premium	N/A	\$850.00	3 years	3 years
PW Affiliate Sponsorships		\$89.00	1 year	1 year
PW Reseller Sponsorship		\$399.00	1 year	1 year