

REGISTRAR-ACCREDITATION AGREEMENT (RAA)

This REGISTRAR ACCREDITATION AGREEMENT (RAA) ("Accreditation

Agreement") is made on this date..... 20.... by and between the National Internet Exchange of India (NIXI), A not-for-profit Company duly registered under Section 8 of the Indian Companies Act 2013 "the party of the First part" or .IN Registry), having its Office at B-901, 9th Floor Tower B, World Trade Centre, Nauroji Nagar, New Delhi-110029, Email Address..... Telephone Nos.....

And

**_____ [Registrar Name], a
_____ [jurisdiction] entity (hereinafter referred to as " party of the Second Part"), and shall be deemed made on this __ day of _____, at New Delhi.**

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 "ccTLD" means country code top-level domain of the domain name system, corresponding to the two-letter code of the ISO 1366 standard codes for the representation of name of country territories. In this Agreement the ccTLD" shall refer to the country-code top-level domain for .IN (India).

1.3 "DNS" refers to the Internet Domain Name System.

1.4 The "Effective Date" is the date set forth above, on which this

Accreditation Agreement is executed.

- 1.5** .IN Registry means the party of the First Part, its successors and assigns.
- 1.6** "Term of this Accreditation Agreement" shall have the meaning set forth in Paragraph 9.4 below.
- 1.7** "Registered Name" means each domain name registration, renewal or extension registered and/or maintained through the .IN Registry System.
- 1.8** "Registrant" means the holder of a Registered Name.
- 1.9** The word "**Registrar**," when appearing with an initial capital letter, refers to the entity listed in the preamble above as the party of the Second Part in accordance with the **Indian Companies Act 2013 with its registered office located at,**
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- 1.10** "Registrar Services" means services provided by a Registrar in connection with the ccTLD, and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in .IN Registry Database (including to insert and renew registration of Registered Names in .IN Registry Database.)
- 1.11** "Registry Website" refers to www.registry.in
- 1.12** "Advisory" means the advisories detailed on the .IN Registry Website.
- 1.13** "Policies" means the policies detailed on the Registry Website.
- 1.14** "Registry Database" means a database comprised of data about one or more domain names within the ccTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or WHOIS queries, for some or all of those names.

- 1.15** "Registry Service" shall mean the service that processes transactions via .IN Registry System.
- 1.16** "Registry Services Provider" means the entity authorized by .IN Registry to provide .IN Registry Services.
- 1.17** ".IN Registry System" is .IN Registry system operated by .IN Registry Services Provider for Registered Names in the ccTLD for and on behalf of .IN Registry.
- 1.18** "Reseller" is a person appointed by the Registrar to sell domain name services and provide customer services to Registrants on behalf of the Registrar.

2. ACCREDITATION OF THE REGISTRAR:

2.1 Subject matter of the Agreement;

By this Agreement, .IN Registry accredits the Registrar and thereby grants the Registrar the right to offer Registry Services to Registrants under the terms and conditions laid down below. This Agreement does not give any right, power or authority to the Registrar to operate or manage .IN Registry.

2.2 Non-exclusivity;

The rights granted to the Registrar under this Agreement are non-exclusive, and .IN Registry is free to appoint other Registrars at its sole discretion.

2.3 Compliance;

The Registrar undertakes that it will comply with the terms and conditions of this Agreement in letter and spirit, .IN Registry Policies, Advisories issued from time to time by .IN Registry and shall refrain from directly or indirectly cooperating with any such Registrant who violates, or instigates such violation of such rules, regulations or laws. It shall be the responsibility of the Registrar to inform .IN

Registry in case of occurrence of any violation of such rules, regulations and laws by the Registrant(s).

3. .IN REGISTRY'S OBLIGATIONS:

3.1 Accreditation;

During the Term of this Accreditation Agreement, Registrar is hereby accredited by the .IN Registry to act as a Registrar for the ccTLD through .IN Registry Services under the terms and conditions of this Agreement.

3.2 Use of the .IN Registry Name and Website;

The .IN Registry hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Accreditation Agreement;

(a) to state that it is accredited by .IN Registry as a Registrar for ccTLD and

(b) Registrar with the permission and help of registry can link his pages and documents (related to ccTLD and IDN ccTLD only) within the .IN Registry Web site. No other use of the .IN Registry's name or website is licensed hereby to any entity or person in any manner. This license may not be assigned or sub-licensed by Registrar to any entity/person directly or indirectly.

3.3 Registry Services:

3.3.1 The .IN Registry will provide registry services as per the terms and conditions of this RA Agreement.

3.3.2. The .IN Registry may communicate/ transact any business with registrant for commercial/non-commercial purpose during validity of this RAA.

3.3.3. .IN Registry based on the notice/directive from Government of India, can change/add/delete any clause of this RAA unilaterally (without consent of Registrar)

3.3.4 .IN Registry at any time in the commercial/non commercial interest, can offer any product/ service free / at cost directly to registrant (however the

services will be delivered either by Registrar or under information to registrar by .IN Registry or any third party authorized by .IN Registry)

4. REGISTRAR OBLIGATIONS:

4.1 Obligations to Provide Registrar Services;

During the Term of this Accreditation Agreement, Registrar agrees that it will operate as a registrar for the ccTLD / IDN ccTLD in accordance with the present Accreditation Agreement and shall perform all the obligations provided to it.

4.2 Submission of Registered Name Holder Data to Registry;

During the Term of this Accreditation Agreement, as part of its registration of Registered Names in the ccTLD, Registrar shall submit to, or shall place in .IN Registry Database the following data elements:

4.2.1 The name of the Registered Name being registered;

4.2.2 The IP addresses of the primary name server and secondary name server(s) for the Registered Name;

4.2.3 The corresponding names of those name servers;

4.2.4 Unless automatically generated by .IN Registry System, the Identity/KYC of the Registrar;

4.2.5 Unless automatically generated by .IN Registry System, the expiration date of the registration; and

4.2.6 Any other data .IN Registry requires for submission, including specifically, the data elements listed in Section 4.3 of this Agreement.

4.3 Public Access to Data on Registered Names.

During the Term of this Accreditation Agreement:

4.3.1 At its expense, Registrar shall provide an interface or link to the ccTLD WHOIS. The information to be made available shall include;

4.3.1.1 The name being registered;

4.3.1.2 The names of the primary name server and secondary Name server(s) for the Registered Name;

4.3.1.3 The identity of the Registrar (which may be provided through Registrar's Web site);

4.3.1.4 The original creation date of the registration;

4.3.1.5 The expiration date of the registration;

4.3.1.6 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the registrant for the Registered Name;

4.3.1.7 The name, postal address, Aadhar Card, PAN Number, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;

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

4.3.1.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the Registered Name;

4.3.2 Upon receiving any updates to the data elements listed in this Section 4.3 from the Registrant, Registrar shall promptly, and not later than three(3) business/working days, update its database and provide such updates to .IN Registry immediately.

4.3.3 Registrar agrees and undertakes that it shall maintain an updated ccTLD WHOIS of all its Registrants.

4.3.3.1 Any non-maintenance of .IN WHOIS database shall be considered as a material breach of this agreement and .IN Registry may at its sole discretion terminate the accreditation of the Registrar and NIXI will be at liberty to impose any penalty deemed fit and proper.

4.3.4 The Registrar agrees that it shall not promote, participate, facilitate or deal in any manner whatsoever in data mining of registrants details available on .IN WHOIS database for the purposes of generating spam/unsolicited content.

4.3.5 The Registrar undertakes that it shall abide by .IN Registry directives/orders of the NIXI, if a prohibited status on any domain name is in place and the Registrar undertakes that it shall not tamper with the said prohibited status for the advantage of the Registrant, itself or any other Entity/third party. In case, the Registrar violates the aforesaid condition, Registry may take appropriate action as per law including the termination of the RAA.

4.4 Business Dealings, Including with Registrant:

4.4.1 Registrars are bound and must comply with the laws, rules & regulations and administrative Notifications/Orders etc. of the NIXI and Indian Governmental agencies concerning the Internet and also those of the .IN Registry.

4.4.2 Except for Sunrise names in the sunrise period, which shall be declared by the .IN Registry, all .IN domain names shall be registered on a first come, first served basis.

4.4.3 Registrars shall not accept anonymous or "proxy" registrations nor shall they include information in the domain name registration for the "Registrant" or "Administrative Contact" fields that do not reflect the true registered domain name holder or administrative contact. No privacy or proxy service will be provided by any Registrar of .IN Registry to .IN/.Bharat domain name registrants. Violation of this provision will constitute a material breach of the agreement and the Registrar/Registrant can invite termination of RAA by the NIXI along with appropriate penalty.

4.4.4 The Registrar shall sign the domain name registration agreement (written, including electronic format) with the applicant. Registrar shall require all Registrants to enter into an electronic or paper registration agreement with Registrar consisting of Terms and Conditions for Registrants, which would be available at Registry Website, and annexed to this Agreement. Registrars will explicitly impose upon their Registrants the most up to date version of .IN Registry Terms and Conditions for Registrants concerning the use of domain names.

4.4.5 Registrants Right to Move to another Registrar of its choice:

In the event it is found that Registrar prevents a registrant to move to another Registrar of his choice, or refuses to deliver the authorization code/password to the registrant within a reasonable time, then .IN Registry on receipt of complaint from such Registrant, shall issue a notice to such defaulting Registrar and may impose a penalty after holding an inquiry, against the Registrar, which may include suspension and de-accreditation.

4.4.5.1 The Registrar agrees to participate and co-operate willingly in any such inquiry instituted by .IN Registry.

4.4.6 Registrar is responsible in all respects for behavior/action of resellers working under him, including any penalties to be imposed in the interest of the NIXI or larger public interest.

4.4.7 Registrars are prohibited from selling WHOIS check (name available lookout) data.

4.4.8 Enforcement of Accurate WHOIS Data:

Registrar shall accept written complaints from third parties regarding false and/or inaccurate WHOIS data of Registrants and also follow any other procedures set forth in the Registrar Access Agreement.

5. REGISTRY POLICIES AND PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES:

5.1 Domain-Name Dispute Resolution (if applicable): During the Term of this Accreditation Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names in accordance with the .IN Registry's Domain Name Dispute Resolution Policy ("Dispute Policy").

5.2 Pursuant to the Dispute Policy, Registrars must comply with any and all requests or decisions of the arbitrators appointed under the Dispute Policy including the provision of all relevant evidence in any domain name disputes in the time frames provided therein.

5.3 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 in entirety and, with any new or revised specifications (including forms of Agreement to which Registrar is a party) and policies established by the .IN Registry.

5.4 Manner of Establishment of New and Revised Specifications and Policies.

5.4.1 The Policies are those specifications or policies established by the .IN Registry and posted on the Registry website.

5.4.2 For all purposes under this Accreditation Agreement, the Policies specifically identified by the .IN Registry shall be treated in the same manner and have the same effect as "the .IN Registry Policies". Such Policies shall be binding on Registrar.

5.5 Time Allowed for Compliance:

Registrar shall be afforded a reasonable period of time i.e. Thirty (30) days after receiving notice of the establishment of a specification or policy to comply with that specification or policy, taking into account any urgency involved.

5.6 Additional requirements of the .IN Registry:

In addition to the policies contained herein, Registrar shall also adhere to the processes and requirements contained in following rules and regulations:

5.6.1 Funding Requirement:

Whosoever fulfills the requirements of becoming a Registrar and gets such an approval from .IN Registry shall have to pay a non-refundable, one-time Accreditation fee of INR 50,000 (Indian Rupees Fifty Thousand Only) or such amount which may be increased or decided by .IN Registry at the time of entering into this Registrar Accreditation Agreement (RAA). This fee shall not be used for billable registrations. NIXI may at its will may change this not refundable one time fee. However already accredited registrar will not get effected due to change non-refundable one time fee.

5.6.2 Jurisdiction:

It is specifically made clear that the jurisdiction for all the disputes, relating to, involving, or in any manner affecting the interests of .IN Registry and NIXI shall be at New Delhi, India and in case dispute refers to the Court of Law, the Courts of Delhi/New Delhi shall be the jurisdiction to adjudicate the matter.

5.6.3 Access Agreement with Technical Service Provider:

IN Registry may appoint, or enter into for the purpose of smooth operation of .IN Registry, agreements with technical service provider(s). Registrar hereby agrees and undertakes that as and when required by .IN Registry, the Registrar will not object to sign new Agreement being asked by NIXI in view of the new developments/advancements in the technology and laws of the country. Further, the Registrar will enter into an agreement (called "Access Agreement") with such other technical service provider(s) who may be appointed by .IN Registry from time to time or to execute any other document which may be required by .IN Registry within the time frame as advised by .IN Registry.

5.6.3.1 In case, the Registrar fails to execute any term/clause of such agreement and/or document, including the Access Agreement on the request of .IN Registry, .IN Registry at its sole discretion may terminate the accreditation of the Registrar at any time without assigning the reasons. In that eventuality, .IN Registry shall have right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registrations to other accredited Registrars at the earliest.

6. Other Terms and Conditions:

- 6.1** The Registrars will desist, at all times, from involving themselves, or through their re-sellers, in any way in the squatting, grabbing, hoarding, infringement, auctioning, drop catch or selling of the .IN domain names at a exceptionally higher price than the published MRP, they are regularly charging from the public. Any such involvement of the Registrar will lead to the termination of Accreditation, financial penalty and legal action as per the provisions of the Laws applicable in India.
- 6.2** Registrars must have the technical competence required to successfully perform the different types of actions in the automated systems of .IN Registry (new registration, update domain, transfer domain, update contact information, update name servers etc). The Registrar is obliged to provide the Registrant with all registration services offered by .IN Registry. The Registrar has to be able to perform all necessary domain name updates and be able to initiate transfers, when requested to do so by the Registrant, without undue delay. Registrars shall employ such employees, contractors, or agents with sufficient technical training and experience as reasonably necessary to fulfill its obligations hereunder, and to respond to and fix all technical problems.
- 6.3** Registrars will initiate transfer of domain names only if they are requested to do so by the Registrant. Bulk transfer transactions are an exception to the rule, as the Registrant is not involved in this transaction. Bulk transfer will be done only with prior permission in Writing with the Competent Authority of .IN Registry.
- 6.4** Registrars may not distribute unsolicited commercial mass advertising or solicitations through e-mail, fax or telephone to third parties with whom the Registrar does not have an established and continuous customer relationship, unless the recipients consent has been previously obtained. However, the invitation to existing Registrants to renew their domains and the transmission of additional information about the services offered to those Registrants shall not be considered spamming.

- 6.5** Registrars must grant the Registrant absolute right to choose another accredited Registrar for the domain names that the Registrar has registered or renewed. The Registrar must co-operate with the Registrant, the new Registrar, and .IN Registry for any such transfer.
- 6.6** Registrars shall endeavour to resolve Registrant complaints efficiently and with due diligence. They will provide each Registrant with the contact information of their customer support personnel, such as phone number, fax number, e-mail address and website URL.
- 6.7** Furthermore, the Registrar shall not overload the .IN Registry network, impede .IN Registry from providing its services (for example through “Denial of Service attacks”) or implement any other measure that can jeopardize the operation or stability of the .IN Registry. The Registrar shall refrain from enabling high volume, automated script running or /and electronic processes for an individual domain or very few domains, that send queries or high volume data to the systems of .IN Registry (which may overload or damage partially/ fully technical systems of ccTLD), except as reasonably required to register domain names or modify existing registrations. In case this action is established, Registry may proceed for cancellation of RAA/ Accreditation and /or suitable penalty.
- 6.8** Registrars will allow their Registrants to use name servers other than those suggested by themselves.
- 6.9** Registrars shall not transmit the personal data of their Registrants from WHOIS database to third parties unless required to do so by a Competent Authority of NIXI or Lawful Interception Agency of Government of India or Any other authority/Authorities of Government of India, entitled to act in a particular case in accordance with applicable Laws.
- 6.10 Registrar Reminder Policy:**

Registrar will inform the Registrant at least 60 days prior to the domain name expiration date and send a reminder 30 days prior to the domain expiration date.

6.11 Registrar shall inform each Registrant of all information sent by .IN Registry to the Registrar, particularly where the information sent by .IN Registry may influence the contractual relationship between the Registrant and .IN Registry or where the information sent, concerns the potential termination of the Domain Name Registration.

6.12 Registrar must send a written notification to the Registrant when deletion of a domain name is outside a Grace Period. Registrar will store and disclose the said notification to .IN Registry and Registrant upon request.

7. FORCE MAJEURE:

- a. No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any of the causes beyond the reasonable control of that Party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion, accident, governmental Notifications/Notices/Act, material control regulations or orders, act of God, act of the public enemy, epidemic and quarantine restriction, any malicious attack, phishing and computer virus etc. provided that the non-performing party has provided the other party with prompt written notice of the obligations, it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents Registrar from performing its obligations under this Agreement, does not end within thirty (30) days, then .IN Registry shall be entitled by written notice to terminate this Agreement.
- b. In case by reason of a Force Majeure Event, a Registrar is unable to perform any obligation under this RA Agreement for a continuous period of 30 days, the .IN Registry may on giving 10 days written notice to that Party can terminate the present RA Agreement.

8. NO PARTNERSHIP:

Registrar is serving as an independent entity to .IN Registry hereunder, and this Agreement creates No-Partnership, pooling or joint venture relationship between the parties in any manner and no employment relationship between .IN Registry and the employees, consultants, contractors or representatives assigned by Registrar to perform .IN Registry Services hereunder. Neither party has authority to act for or bind the other party in any manner whatsoever.

9. MISCELLANEOUS PROVISIONS:

9.1 Term of Accreditation Agreement;

The term of this Agreement shall commence on the Effective Date (with the acceptance by the both parties with signature of Authorized person) and shall continue until terminated by either Party in accordance with the terms of this Agreement.

9.2 Termination of Accreditation Agreement by Registrar:

Registrar may terminate this Accreditation Agreement before its expiration by giving the .IN Registry thirty (30) calendar day's written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to the .IN Registry pursuant to this Accreditation Agreement.

9.3 Termination of Accreditation Agreement by the .IN Registry:

This Accreditation Agreement may be terminated before its expiration by the .IN Registry in any of the following circumstances:

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

9.3.2 Registrars convicted by a court of competent jurisdiction of a criminal wrongdoing or other serious offence related to financial misdemeanor, illegal

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 .IN Registry reasonably deems as the substantive equivalent of those offences; or;

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

9.3.3 Any officer or director of Registrar is convicted of a criminal wrongdoing 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 the .IN Registry deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.

9.3.4 Registrar fails to cure any breach of this Accreditation Agreement within ten (10) business days after the .IN Registry gives Registrar notice of the breach.

9.3.5 Registrar continues acting in a manner that the .IN Registry has reasonably determined endangers the stability or operational integrity of the Internet or .IN Registry System after receiving three (3) calendar days notice of that determination.

9.3.6 Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted/pending in any Court(s) 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.

9.4 Effect of Termination; upon the expiration or termination of this Agreement for any reasons as mentioned above:

9.4.1 Registry shall immediately transfer sponsorship of Registered Names (domains) of terminated registrar to another IN Registry- Accredited Registrar in compliance with any procedures established or approved by .IN Registry.

9.4.2 For Overseas Registrars: This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

9.4.3 Term of Accreditation Agreement: the term of this agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with the terms of this agreement.

9.4.3.1 De-Accreditation Registrar Transition Procedure:

In consonance with Clause 9.3.1. above, the de-accreditation procedure of the registrar is as follows: -

- The first step in the selection of a gaining registrar by the .IN Registry is a solicitation of statements of interest through the posting of a Request for Information (RFI) at www.registry.in and distribution through the Registrar mailing list. The RFI will request that applicants submit an application within a time frame of approximately one week. The responses should include details about the applicant-registrar's qualifications, such as ability to technically manage the transition of registrations and capacity to provide competent customer service to new registrants.
- The gaining Registrar will be selected by auction amongst .IN Registrars actively selling .IN domains for more than a year, and on whom no penalty has ever been imposed by .INRegistry.
- No bulk transfer fees will be charged.
- .IN Registry and gaining Registrar will inform all the Registrants by email, as well as by public announcement on the .IN Registry website.

- If NO qualified gaining registrar can be located through the Gaining Registrar Selection Process, .IN Registry can: -
 - temporarily operate the registrar through its "terminated registrar" registry account and establish a deadline by which all registrants must transfer their names out;
 - operate the de-accredited registrar indefinitely by providing unlocking and auth-code services to registrants;
 - retain the services of a registrar backend service (or backend and customer service) provider either temporarily or indefinitely;
 - compensate a registrar to receive the bulk transfer;
 - offer a temporary accreditation to potential gaining registrars.

9.4.4 Limitations on Liability for Violations of this Accreditation Agreement:

IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE MAXIMUM EXTENT PERMISSIBLE BY LAW, except that such limitation shall not apply to claims arising pursuant to Section 9.7 (Indemnification), Section 6 (Registrar Terms and Conditions), Section 9.13 (Confidential Information) and Section 9.17 (Intellectual Property).

9.4.5 Limitation of Liability in terms of RA Agreement:

NIXI and its directors, officers, employees, agents or representatives shall not have any liability to the Registrar for any economic, financial consequential, indirect, incidental or special damages in any manner or in any circumstances. Further, in any case any domain name is created or registered by a Registrar and a dispute case arises over it, the said Registrar shall be solely responsible for any loss or liability or penalty and not NIXI.

9.5 Indemnification:

Registrar, at its own expense agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the .IN Registry, the Registry Services Provider, and their directors, officers, employees, representatives, agents, affiliates, and stockholders (along with the .IN Registry and .IN Registry Services Provider, each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, or relating in any way to: (i) any product or service of Registrar; (ii) any agreement, including Registrar's dispute policy, with any Registrant or reseller; or (iii) Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, claims relating to technical defects or shortcomings, or any other business conducted by Registrar; provided, however, that in any such case: (a) the .IN Registry or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar's written request, the .IN Registry or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses the .IN Registry and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld.

Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or

otherwise incurred by the .IN Registry and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

Notwithstanding the other provisions in this Agreement, the Registrar agrees that this indemnification obligation shall survive the termination or expiration of this Registration agreement.

9.6 No Third-Party Beneficiaries:

This Accreditation Agreement shall not be construed to create any obligation and benefit by either the .IN Registry or Registrar to any non-party to this Accreditation Agreement, including any Registrant.

9.7 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 Post/Mail, by courier or express delivery service, any other mailing services prevalent at that time, by e-mail, or by tele-copier/fax to the addressee or telecopier /fax 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 the .IN Registry to Registrar at such time as the .IN 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 ccTLD Policy). Aforesaid communication shall be effective upon earliest receipt of the same by any of the modes mentioned herein above.

9.8 Dispute Resolution and Jurisdiction:

Both the parties agree that any disputes arising out of this Agreement shall be resolved through mutual negotiations, failing which through Arbitration, conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996. Each party shall nominate its Arbitrator and the two appointed arbitrators shall appoint a third Umpire thus making a panel of three Arbitrators. The venue of Arbitrator shall be New Delhi, India. The Arbitration award pronounced by the Arbitrator(s) shall be binding on both the parties. In case any dispute refers to the Court of Law, the Jurisdiction shall be Delhi/New Delhi, India.

9.9 Notices:

Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier/fax to the address or telecopier/fax number) and set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

to Registrar:

with a copy to:

to NIXI:

National Internet Exchange of India

Email: legal@nixi.in

9.10 Assignment/Sublicense:

Except as otherwise expressly provided herein, the provisions of this Agreement shall be binding upon, the successors and permitted assigns of the Parties

hereto. Registrar shall not assign, sublicense, or transfer its rights or obligations under this Agreement, in whole or in part, to any third Party/Person, including reseller without the prior written consent/ expressed permission of .IN Registry.

9.11 Confidential Information:

Registrar agrees and acknowledges that the terms and conditions of this Agreement are the confidential and proprietary information ("Confidential Information"). Accordingly, Registrar agrees that, during the Term of this Agreement and thereafter, Registrar shall restrict disclosure of such Confidential Information to its employees, consultants, or independent contractors on need to know basis and not disclose such Confidential Information to any other party. . Notwithstanding the foregoing, it shall not be a breach of this Agreement for Registrar to disclose Confidential Information if required by law or in a judicial or other governmental investigation proceeding, provided that .IN Registry has been given prior notice.

9.12 Press Releases; Public Statements; Disclosure of Terms:

Except for such disclosures as are required by law, no public announcements or other public statements (including in any press conference, trade publication, marketing materials or otherwise), and no disclosure to any third party with respect to the existence, subject matter and/or terms of this Agreement shall be made by Registrar without the prior written approval of .IN Registry.

9.13 Delays or Omissions; Waivers:

No failure on the part of .IN Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of IN Registry in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or

partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither .IN Registry nor its Registry Services Provider shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.14 Rule of Construction/Interpretation:

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 Agreement.

9.15 Intellectual Property:

Each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Both Parties recognize that they shall have no right, title, interest or claim over the others' intellectual property.

9.16 Entire Agreement Severability:

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or

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

9.17 Survival:

Notwithstanding anything is contrary to this Agreement, termination or expiration of this Agreement shall not relieve either party of its obligations that expressly or by implication survives termination, and shall include with limitation the provision relating to Section 9.7 (Indemnification), Section 6 (Registrar's Obligations), Section 9.17 (Intellectual Property) and Section 9.13 (Confidential Information).

9.18 Amendments:

This Agreement may be amended only by a written agreement signed by authorized representatives of both parties. Notwithstanding anything mentioned here above, .IN Registry at its discretion may post/publish new or amended Policies and/or Advisories on at the .IN Registry Website from time to time and the Registrar accepts that by virtue of their publication on such a website the Registrar shall deemed to have notice of such new or amended Policies and/or Advisories and shall be obligated to perform the same.

9.19 Application of Law:

In addition to any other rights herein or under the law, the .IN Registry/NIXI shall have the right at any time to give notice in writing to the Registrar

terminating the RAA Agreement forthwith in case the Registrar commits misconduct or a breach of any of the terms herein or it does any act of insolvency or the Registrar is prevented from performing his duties hereunder for any reasons whatsoever or the Registrar is guilty of any conduct prejudicial to the interests of the .IN Registry/NIXI and Government of India.

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

National Internet Exchange of India

[Registrar]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____