

Dated

SITA

-and-

Afilias Limited

-and-

REGISTRAR AGREEMENT

REGISTRAR AGREEMENT

Dated:

BETWEEN

Parties		
SITA	Name	SITA Information Networking Computing USA, Inc, a Delaware corporation
	Address	3100 Cumberland Boulevard Atlanta, Georgia 30339 USA
	Fax	+1 770 955 3225
	Attention	Vice President
Afilias	Name	Afilias Limited, a company formed in Ireland
	Address	Office 110, 52 Broomhill Road, Tallaght, Dublin 24, Ireland
	Fax	+353.1.633.5488
	Attention	Legal Dept.
Registrar	Name	
	Place of incorporation	
	Address	
	Fax	
	Attention	

RECITALS:

- A. The .aero top level domain is for use by members of the aviation community.
- B. Multiple registrars will provide Internet domain name registration services within the .aero top level domain.
- C. SITA has been appointed by ICANN to be the sponsor for the .aero top level domain.
- D. Afilias has been appointed by SITA as the registry operator for the .aero top level domain, and as such shall maintain certain top level domain servers and zone files in that regard.
- E. Registrar wishes to register domain names for the .aero top level domain.

AGREEMENT

1 DEFINITIONS

1.1 **Meanings.** In this Agreement, the following words have these meanings:

.aero Registry Protocol means the protocol specified by Afilias and used by Registrars to communicate with the System.

Details means the details of the parties set out in the first page of this Agreement.

Domain Name means a domain name that is at the second, third or fourth level of the .aero domain name hierarchy.

DNS refers to the Internet domain name system that lets users locate domain names on the Internet.

ENS Organisation means SITA or an entity appointed by SITA to test a Registrant's eligibility to receive or renew a Domain Name.

Fees means the fees payable by a Registrar to Afilias or SITA, as applicable, as set out in Schedule 4.

ICANN means the Internet Corporation for Assigned Names and Numbers, a not for profit corporation.

Initial Term means a period of two years commencing on the date of this Agreement.

Intellectual Property Rights means patents, trade marks, service marks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights.

Licensed Product means the .aero Registry Protocol and the Software and any updates provided to the Registrar from time to time.

Minimum Data Elements means the data to be provided by Registrar to the System as described in the .aero Registry Protocol and in Schedule 3.

Personal Data means any data about any identified or identifiable natural person.

Domain Name Management Policy means the .aero domain name Management Policy (a current copy of which is available at the following link on registry website) which may be amended from time to time by SITA.

<https://information.aero/registration/policies/dmp>

Registrant means an applicant for, or licensee of, a Domain Name.

Registrar Acceptance Criteria means the criteria set out in Schedule 2.

Registration Process means the policies for processing Domain Name applications, registrations and transfers of Domain Names between Registrars which may be amended

by SITA from time to time and operational procedures required to operate the registry in accordance with SITA policies as set out in Schedule 1, which may be amended by SITA and Afiliás from time to time.

Software means the client version of the software required for the authentication and transport of information to the System.

Sponsorship Agreement means the .aero TLD Sponsorship Agreement entered into between SITA and ICANN on 11 June 2009.

System refers to the multiple Registrar system for processing and recording registrations of Domain Names.

- 1.2 **Meaning of references.** In this Agreement, unless the context otherwise requires, a reference to:
- a) this Agreement includes the schedules and annexures;
 - b) \$ is to the lawful currency of the United States of America
 - c) Domain Name registration is taken to mean a licence to use that Domain Name.

2 OBLIGATIONS OF THE PARTIES

- 2.1 **Registrar authorisation.** During the Term of this Agreement, Registrar is hereby authorised by SITA to act as a registrar (whose role includes, but is not limited to inserting and renewing registration of Registered Names in the Registry Database) for the .aero top level domain
- 2.2 **Compliance with code of conduct.** In the event SITA adopts a specification or policy establishing or approving a code of conduct for SITA-authorised Registrars, Registrar agrees that it shall abide by that code.
- 2.3 **System operation and access.** SITA and Afiliás shall operate and manage the System and shall use their reasonable endeavours to ensure that Registrar has access to the System enabling Registrar to transmit registration information for Domain Names to the System according to the .aero Registry Protocol.
- 2.4 **Distribution of the .aero Registry Protocol specifications and the Software.** As soon as commercially practicable after the date of this Agreement, Afiliás will provide Registrar with:
- a) documentation for the .aero Registry Protocol;
 - b) the specification of the content and format of the information to be exchanged with the System;
 - c) a copy of the Software; and
 - d) instructions for Registrar to connect to the ENS rules testing tool which will allow Registrar to verify whether a requested Domain Name is available.

- 2.5 **Security and technical requirements.** Registrar:
- a) will not be permitted to access the System until it has demonstrated to Afiliás that it is ready and able to communicate with the System in accordance with the Registrar Acceptance Criteria; and
 - b) undertakes to comply with the technical requirements of Afiliás as notified to Registrar by Afiliás from time to time.
- 2.6 **Registrar responsibility for customer support.** Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and a customer interface to take and (where necessary) accept requests for Domain Names. Registrar will also be responsible for receiving, logging and resolving all customer complaints.
- 2.7 **Data submission requirements.** As part of its registration of all accepted Domain Names, Registrar shall, for all Domain Name registrations it processes, submit to the System using the .aero Registry Protocol the Minimum Data Elements.
- 2.8 **Licence.** Registrar grants to SITA and Afiliás a non-exclusive licence to use the data elements it submits to the System for the purpose of operating the .aero top level domain.
- 2.9 **Registrar's Registration Agreement.** Registrar agrees to follow the directions of SITA and Afiliás as given from time to time in respect of the processing of applications and registrations for Domain Names. In particular Registrar shall:
- a) only accept applications that meet the criteria set out in the Domain Name Management Policy;
 - b) check the identity of the Registrant in accordance with the Registration Process and the suitability of the application under the Domain Name Management Policy and where appropriate refer the application to the relevant ENS Organisation;
 - c) employ an electronic or paper registration agreement containing the minimum terms set out in Schedule 3;
 - d) require the Registrant to comply with the Domain Name Management Policy; and
 - e) ensure that the Registrant is made aware that:
 - i) the application must comply with the Domain Name Management Policy;
 - ii) the application must meet the registration criteria set out in the Domain Name Management Policy;
 - iii) submission to the Domain Name Management Policy will be a pre-condition of registration for each Domain Name; and
 - iv) SITA or Afiliás may reject or cancel any application or Domain Name registration that in its reasonable opinion fails to meet the above requirements.
- 2.10 **Secure connection.** Registrar agrees to develop and employ in its Domain Name registration business all necessary up to date technology and restrictions and policies; and

to follow the instructions given from time to time by Afiliás to ensure that its connection to the System is secure. Each .aero Registry Protocol session shall be authenticated and encrypted in the manner set out in the Registration Process. Registrar agrees to notify Afiliás of any breaches of security within four hours of learning of the breach, and must inform Afiliás immediately if it becomes aware that its Registrar private key or password has been compromised in any way.

- 2.11 **Domain Name lookup capability.** Registrar agrees to employ in its Domain Name registration business Afiliás' domain name lookup capability to determine if a requested Domain Name is available or currently unavailable for registration.
- 2.12 **Transfer of sponsorship of registrations.** Registrar agrees to implement transfers of Domain Name registrations from another registrar to Registrar and vice versa pursuant to the Registration Process.
- 2.13 **Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a Domain Name registration into the registry database, the time shown in the System registry records shall be conclusive.
- 2.14 **Compliance with terms and conditions.** Registrar agrees to comply with all other reasonable terms or conditions established by SITA or Afiliás from time to time, to assure sound and efficient operation of the System.
- 2.15 **Employees.** Registrar agrees and undertakes to have sufficient employees to perform its obligations and functions as a Registrar under the terms of this Agreement.
- 2.16 **Resolution of technical problems.** Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience as reasonably required to deal with all technical problems concerning the use of the .aero Registry Protocol in conjunction with Registrar's systems. Registrar agrees that if in Afiliás' reasonable opinion there is a possibility of significant degradation of the System or other emergency, Afiliás may temporarily suspend all or part of Registrar's access to the System.
- 2.17 **Insurance.** Registrar shall have in place a fully comprehensive insurance policy to cover its obligations and liabilities under this Agreement. This insurance shall cover the Registrar's obligations and liabilities to a minimum of US\$1,000,000 Registrar shall acquire, prior to the Effective Date, at least US \$1,000,000 in comprehensive general liability insurance from an insurance provider acceptable to Afiliás and SITA and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Afiliás or SITA upon request.
- 2.18 **Prohibited Domain Name registrations.** Registrar agrees to comply with the Domain Name Management Policy at all times and the other policies of SITA or Afiliás that will be applicable to all Registrars and that will prohibit the registration of certain Domain Names which are not suitable to be registered under the Domain Name Management Policy; or prohibited by law, statute or regulation or similar instrument.
- 2.19 **Indemnification required of Registrants.** Registrar shall require each Registrant to indemnify, defend and hold harmless SITA, Afiliás and their respective directors, officers, employees, subcontractors and agents from and against any and all claims,

damages, liabilities, costs and expenses, including reasonable legal and professional fees and expenses arising out of or relating to the Registrant's Domain Name registration.

3 LICENCE

3.1 **License grant.** Afiliás grants to Registrar a non-exclusive, non-transferable, worldwide limited license for the term of this Agreement to use the Licensed Products to provide Domain Name registration services.

3.2 **Limitations on use.** Unless it has obtained the prior written consent of Afiliás, Registrar shall not:

- a) sublicense the Licensed Products or otherwise permit any use of the Licensed Products by or for the benefit of any party other than Registrar;
- b) publish, distribute or permit disclosure of the Licensed Products other than to employees, contractors, and agents of Registrar for use in Registrar's Domain Name registration business on a need to know basis and ensuring that similar appropriate undertakings are obtained from those parties;
- c) decompile, reverse engineer, copy or re-engineer the Software for any unauthorized purpose; or
- d) use or permit the use of the Licensed Products in violation of any international, national, federal, state or local rule, regulation or law, or for any unlawful purpose.

3.3 **Access to the System.** Registrar agrees to employ the necessary measures to prevent its rights of access to the System granted in this Agreement from being used for:

- a) the transmission of unsolicited, commercial email (spam) to entities other than Registrar's customers;
- b) high volume, automated, electronic processes that apply to Afiliás' systems for large numbers of Domain Names, except as reasonably necessary to register Domain Names or modify existing registrations; or
- c) high volume, automated, electronic, repetitive queries for the purpose of extracting data to be used for Registrar's purposes, except as reasonably necessary to register Domain Names or modify existing registrations.

3.4 **Changes to Licensed Products.** Afiliás may from time to time make modifications to the Licensed Products. Afiliás will provide Registrar with at least 60 days' notice prior to the implementation of any such changes that are material.

3.5 **Designation as a Registrar.** SITA grants to Registrar a non-exclusive, non-transferable, worldwide limited licence for the term of this Agreement to:

- a) state that it is authorised by SITA as a registrar of Domain Names;
- b) use the logo specified by SITA from time to time to indicate that Registrar is an authorised Registrar of Domain Names; and
- c) link to pages and documents within the .aero web site, provided they are not framed by other material.

4 SUPPORT SERVICES

- 4.1 **Engineering support.** Afiliat agrees to provide Registrar with reasonable engineering telephone and e-mail support to address engineering issues arising in connection with Registrar's use of the System. First-level telephone support will be available on a 7 day/24 hour basis for requests that require the immediate attention of the .aero registry.
- 4.2 **Customer service support.** Afiliat will provide reasonable telephone, email and general information on its website by way of customer service second-level support to Registrar solely relating to non-technical issues regarding the System. Afiliat will provide Registrar with a telephone number and e-mail address for such support during implementation of the Licensed Products. Afiliat may provide a web-based customer service capability in the future and, if it does, such web-based support may, at the option of Afiliat, become the primary method of customer service support to Registrar.

5 FEES

- 5.1 **Fees.** Registrar agrees to pay the Fees to Afiliat or SITA, as appropriate, for services provided as set out in Schedule 4. SITA or Afiliat, as appropriate, may revise the Fees in the manner set out in Schedule 4.
- 5.2 **Payment of Fees.** In advance of incurring Fees, Registrar shall establish a deposit account with Afiliat. All Fees are due immediately upon receipt of applications for Domain Names and or upon provision of other services by Afiliat. Payment shall be made by draw down of the deposit established by Registrar with Afiliat.
- 5.3 **Non-payment of Fees.** Timely payment of Fees is a material condition of performance under this Agreement. In the event Registrar has insufficient funds deposited or available in the deposit account established with Afiliat, Afiliat may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to paragraph 7.2 below; and (d) pursue any other remedy under this Agreement..
- 5.4 **Reporting and audits.** Registrar will provide SITA with access to its reports or provide a real time reporting facility via a password protected link showing the number of Domain Names it has registered and any other chargeable transactions in the .aero registry it has performed. During the term of this Agreement and for one year thereafter, Registrar agrees to keep up-to-date, full and accurate accounts and entries to show the number of Domain Name registrations it has made and sums paid in order that SITA may verify the Fees payable SITA from time to time. During this time, SITA (or its authorised agent) shall be entitled to inspect and audit such records to verify the above information. In the event of an underpayment revealed by such audit Registrar will promptly make good the underpayment and if such underpayment is material (being 5% or more) Registrar shall in addition reimburse SITA the costs of the audit.

6 CONFIDENTIAL INFORMATION

- 6.1 Each party shall:

- a) keep confidential all information (whether written, oral or in electronic form) concerning the business and affairs of the other party and obtained in connection with this Agreement (“**Confidential Information**”);
- b) treat Confidential Information belonging to the other with the same degree of care that it uses for its own confidential information, but in any event, a reasonable level of care;
- c) not, without the prior written consent of the other, disclose Confidential Information belonging to the other in whole or in part to any other person save those of its employees, agents and authorised subcontractors who need to know the Confidential Information in question; and
- d) use the Confidential Information belonging to the other solely in connection with this Agreement and not otherwise for its own benefit or the benefit of any third party.

6.2 This clause 6 shall not apply to any information which:

- a) is or becomes public knowledge other than by breach of clause 6.1;
- b) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d) is independently developed without access to any Confidential Information belonging to the other.

7 **TERM OF AGREEMENT AND TERMINATION**

7.1 **Term of the Agreement.** The duties and obligations of the parties under this Agreement shall apply for the Initial Term. Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive renewal periods of 12 months unless SITA or Afiliás gives Registrar at least three months notice of its intention to terminate or this Agreement has been terminated in accordance with the provisions of this clause 7. If the Sponsorship Agreement is amended in a way which requires changes to this Agreement, or if any other changes to this Agreement are requested by ICANN, Registrar agrees to execute an amendment with SITA or Afiliás substituting the revised part of the agreement in place of this Agreement, or, at Registrar’s option, exercised within thirty 30 days, Registrar may terminate this Agreement immediately by giving written notice to SITA and Afiliás.

7.2 **Termination for cause.** If Registrar breaches an provision of this Agreement, including any of its representations and warranties hereunder, and (if remediable) such breach is not remedied within 30 days after written notice is provided by Afiliás or SITA (“**Non-Breaching Party**”), then the Non-Breaching Party may terminate this Agreement immediately by notice in writing to Registrar. In the event of material breaches that are non-remediable, the Non-Breaching Party will be entitled to terminate immediately upon written notice.

7.3 **Termination at option of Registrar.** Registrar may terminate this Agreement at any time by giving SITA and Afiliás at least 60 days’ written notice of termination.

- 7.4 **Termination upon loss of Registrar's accreditation by ICANN or authorisation by SITA.** This Agreement shall terminate automatically if Registrar's accreditation by ICANN or authorisation by SITA is terminated or expires without renewal.
- 7.5 **Termination in the event that SITA loses authorisation.** This Agreement shall terminate automatically if SITA, or its successors or assigns, cease to serve as the sponsor for the .aero top level domain.
- 7.6 **Termination in the event that Afilias loses authorisation.** This Agreement shall terminate automatically if Afilias, or its successors or assigns, cease to serve as the registry operator for the .aero top level domain.
- 7.7 **Termination in the event of bankruptcy.** Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency (except for the purposes of a solvent reconstruction or amalgamation), or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.
- 7.8 **Effect of termination.** Upon expiration or termination of this Agreement, in so far as is commercially reasonable, Afilias will complete the registration of all Domain Names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to Afilias and SITA for Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall:
- a) transfer its sponsorship of registered Domain Names to any other authorised registrar(s) where requested, in compliance with any procedures established or approved by SITA, ICANN or another competent body, as appropriate, and Registrar hereby authorises and appoints SITA and Afilias as its agents to take all actions necessary or desirable to fulfil this obligation;
 - b) at Afilias' option either return to Afilias or certify to Afilias the destruction of all data, software and documentation it has received under this Agreement; and
 - c) pay SITA and Afilias all Fees due and outstanding.
- 7.9 **Survival.** In the event of termination of this Agreement, the following shall survive: (i) clauses 2.6, 2.7, 6, 7.8, 8.4, 9, 11.1, 11.5, 11.6, 11.9 and 11.10; (ii) Registrant's obligations to indemnify, defend, and hold harmless SITA and Afilias, as stated in clause 2.19; and (iii) Registrar's payment obligations as set out in clause 5.1 with respect to Fees incurred during the term of this Agreement. Neither party shall be liable to the other for losses or damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any loss or damage arising from any breach by it of this Agreement to the extent provided herein.

8 REPRESENTATIONS, WARRANTIES AND INDEMNITIES

- 8.1 **Registrar.** Registrar represents and warrants that:
- a) it is an entity duly formed and validly existing under the law of the place of formation as set out in the Details;

- b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c) it is, and during the term of this Agreement will continue to be, accredited by ICANN or its successor, and authorised by the Sponsor or its successor;
- d) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and
- e) it shall in performing its obligations under this Agreement comply with all applicable laws and regulations and that no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

8.2 **SITA and Afiliias.** SITA and Afiliias represent and warrant in their own right that:

- a) they each have all requisite corporate power and authority to execute, deliver and perform their respective obligations under this Agreement;
- b) the execution, performance and delivery of this Agreement has been duly authorized by their respective officers; and
- c) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by either SITA or Afiliias in order for either one of them to enter into and perform their respective obligations under this Agreement.

8.3 **Disclaimer of Warranties.** The Licensed Products are provided "as-is" and without any warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SITA AND AFILIAS EXPRESSLY DISCLAIM ALL WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, TERMS AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER SITA NOR AFILIAS WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCTS WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCTS WILL BE CORRECTED. FURTHERMORE, NEITHER SITA NOR AFILIAS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE LICENSED PRODUCTS OR RELATED DOCUMENTATION IN TERMS OF THEIR ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE LICENSED PRODUCTS PROVE DEFECTIVE.

8.4 **Indemnification.** Registrar, at its own expense and within 30 days of presentation of a demand by SITA or Afiliias under this clause, will indemnify, defend and hold harmless SITA and Afiliias and their employees, directors, officers, representatives, subcontractors, agents and affiliates, against any claim, suit, action, or other proceeding brought against SITA, Afiliias or any parent or subsidiary company or any affiliate of them based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement between Registrar and any Registrant; (iii) relating to Registrar's Domain Name registration business, including, but not limited to, Registrar's advertising, Domain Name application process, systems and other processes, fees

charged, billing practices and customer service; (iv) in respect of any claim or action for infringement by SITA or Afiliás of a third party's Intellectual Property Rights as a result of the Registrar's actions or omissions; or (v) Registrar's collection or handling of Personal Data. In any such case: (a) SITA and/or Afiliás, as applicable, will provide Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, SITA and/or Afiliás, as applicable, will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses SITA and/or Afiliás, as applicable, for its actual and reasonable costs and expenses. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without the prior written consent of SITA and/or Afiliás, as applicable, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable legal and professional fees and costs awarded against or otherwise incurred by SITA and/of Afiliás, as applicable, in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

9 LIMITATION OF LIABILITY.

- 9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SITA OR AFILIAS BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE) TO REGISTRAR FOR ANY LOSS OF PROFIT, OR REVENUE, ANTICIPATED SAVINGS OR CONTRACT, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES OR CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SITA OR AFILIAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2 THE AGGREGATE LIABILITY OF EITHER SITA AND AFILIAS IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF \$3,000.

10 NOTICES

- 10.1 **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 or fax during business hours) to the address or fax number set out in the Details, unless either party has given a notice of a change of address in writing in accordance with this clause 10.

11 MISCELLANEOUS

- 11.1 **No third party beneficiaries; relationship of the parties.** Other than as is expressed herein, this Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registrant, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.
- 11.2 **Force Majeure.** Provided (i) it has given prompt notice of such to the other party and (ii) uses all reasonable endeavours to rectify the situation as soon as possible, neither party

shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, industrial action, governmental or judicial acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other event or action beyond such party's reasonable control.

- 11.3 **Further assurances.** Each party hereto shall execute and/or cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 11.4 **Amendment in writing.** Any amendment or supplement to this Agreement shall be in writing and duly executed by both parties.
- 11.5 **Professional fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either party hereto, the prevailing party shall be entitled to recover reasonable legal or professional fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- 11.6 **Dispute resolution; choice of law and jurisdiction.** The parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the laws of Ireland. The parties submit to the jurisdiction of the courts of England and Wales or Ireland in respect of any claim; dispute or difference arising out of or in connection with this Agreement or the legal relationships established hereunder.
- 11.7 **Assignment/sublicense.** Registrar acknowledges that SITA or Afiliás may delegate or subcontract its obligations under this Agreement to any party, which in the opinion of SITA or Afiliás is reasonably capable of carrying out these duties. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior express written consent of SITA and Afiliás.
- 11.8 **Delays or omissions; waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any right or remedy under this Agreement, shall operate as a waiver of such right, or remedy; and no single or partial exercise or waiver of any such right or remedy shall preclude any other or further exercise of such right or remedy or any, rights or remedies. Any such waiver shall only be effective where it is expressly set forth in writing and duly executed and delivered on behalf of the relevant party, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 11.9 **Construction.** 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.
- 11.10 **Intellectual Property.** Subject to clause 3, each party will continue to independently own its Intellectual Property Rights. For the avoidance of doubt, other than in respect of the

licence granted in clause 3, the Registrar is granted no further rights in any of SITA's or Afiliás' Intellectual Property Rights.

- 11.11 **Entire agreement; severability.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and (except where expressed otherwise) supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein provided that nothing in this Agreement shall limit either party's liability for fraudulent misstatement. 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 terms with enforceable terms that reflects such intent as closely as possible.

EXECUTED as an Agreement.

For and on behalf of **SITA**.

By:

Name (Print):

Title:

Date:

For and on behalf of AFILIAS:

By:

Name (Print):

Title:

Date:

For and on behalf of **Registrar**:

Registrar Name:

By:

Name (Print):

Title:

Date:

Schedule 1: Registration Process

Operational standards, policies, procedures and practices

A. NEW DOMAIN NAME REGISTRATIONS

1 New Domain Name registrations

The current policy is that new Domain Name registrations must be made for a period of at least two years. Registry Sponsor reserves the right to change the minimum term upon notice to Registrar.

2 Registrant's eligibility to register a Domain Name

2.1 Domain Names can be registered only to a Registrant who provides a valid Aviation Community Membership ID (ENS_AuthID) and password (ENS_AuthKey).

2.2 Reserved Domain Names can be registered only to a Registrant who provides a valid Aviation Community Membership ID (ENS_AuthID), password (ENS_AuthKey) and Domain Auth ID.

2.3 Aviation Community Membership ID (ENS_AuthID), password (ENS_AuthKey) and Domain AuthID can be obtained from SITA via a webform on the www.information.aero website.

3 Registrant authentication

3.1 The objective of authentication is to establish that the Registrant is the entity to whom the Aviation Community Membership ID (ENS_AuthID) was issued.

3.2 SITA will from time to time recommend suitable methods of authentication. At present these comprise the following:

- a) upon the first contact with the Registrant, the Registrar must verify that the name of the Registrant is the same as the information contained in the ENS Auth ID Table for the Aviation Community Membership ID provided by that Registrant; and
- b) once Registrar establishes a secured means of communication, authentication can be via user ID and password issued by Registrar.

4 Use of Aviation Community Membership ID by Registrar

Registrar may store in its systems and use Registrant's Aviation Community Membership ID (ENS_AuthID), password (ENS_AuthKey) and Domain Auth ID for Domain Name registrations provided that:

- a) the Registrant consents to storage and use of the Aviation Community Membership ID (ENS_AuthID) by Registrar; and

- b) the information will be only used by the Registrar to process Domain Name registrations for the Registrant to whom the Aviation Community Membership ID (ENS_AuthID) was issued.

5 Verification of Domain Name Registration requests

- 5.1 The Registrar must put in place procedures to ensure that the Domain Name registration requests submitted to the System are in compliance with the Domain Management Policy requirements.
- 5.2 Registrars are encouraged to use the ENS_AuthID to determine whether registrants are qualified to create certain domains. Attempts to create a domain that is not permitted will be enforced via error codes and the system will return a meaningful error message.

6 Information contained in ENS_AuthID Table

- 6.1 Information about Registrant's eligibility to register Domain Names is available solely for the purpose of testing Registrant's eligibility to register a Domain Name. This includes:
 - a) verification that the Registrant's name corresponds with the name contained in the Table; and
 - b) determine whether a record with a given ID exists.
- 6.2 Registrar is not permitted to use the information in the Table for any other purpose, including, but not limited to:
 - a) soliciting services whether or not related to the .aero top level domain; and
 - b) downloading and accessing the information about entities that are not the clients of the Registrar.

B. ELIGIBILITY REQUEST

7 Eligibility request

- 7.1 Registrant can submit an Eligibility decision request through the webform on the www.information.aero website to obtain an Aviation Community Membership ID (ENS_AuthID), password (ENS_AuthKey) and Domain AuthID from SITA.
- 7.2 The amount payable by the Registrant for submission of an Eligibility request is specified in the Fees.
- 7.3 SITA and Afiliás may implement a system whereby Registrar is authorised to submit eligibility request on behalf of the Registrant to the registry system and pay required Fees on behalf of the Registrant..

8 Data submission to the System

- 8.1 Registrant or registrar as the case may be must submit electronic data in accordance with the Registry Registrar Protocol. These include:
 - a) information regarding the Registrant's identity;
 - b) desired registrant group;

- c) information regarding credentials for that registrant group, as detailed in the .aero Domain Management Policy;

8.2 Registrars will advise Registrant about the document submission requirements to SITA via the www.information.aero website.

9 Result notification

9.1 Registrant will be notified about the result of the ENS_AuthID and Domain Auth ID request within three (3) Geneva, Switzerland business days.

9.2 Registrant can receive the following notification:

- a) **Positive result.** In this case the Registrant will receive an Aviation Community Membership ID.
- b) **Denial.** In this case SITA will send an email to Registrant specifying why the Registrant does not meet the criteria for the desired Registrant Group.
- c) **More information required.** SITA may require the Registrant to provide additional information. In such case the response time is extended for a further 3 business days after receipt of the requested documents.

C. DOMAIN NAME RE-NEWAL AND EXPIRATION

10 Domain Name renewal

Renewals can only be made in yearly increments up to 10 years in advance.

11 Domain Name expiration

11.1 When a domain name expires, the Registry Operator will notify the Registrar by email or polling mechanism and the Domain Name registration will be automatically extended for 45 days.

11.2 At the start of the 45 day period, a one-year renewal charge will be debited from the Registrar account. If the Domain Name is deleted by the Registrar within the 45 days period the renewal charge will be refunded.

11.3 If the Registrar does not have sufficient funds for the debit, the expired Domain Name may be placed on hold status, or deleted from the Registry, at the option of the Registry Operator.

D. TRANSFER OF SPONSORSHIP OF REGISTRATIONS BETWEEN REGISTRARS

12 Registrar requirements

12.1 The license agreement between each Registrar and its Registrant shall include a provision explaining that a Registrant will be prohibited from changing its Registrar during the first 60 days after registration or transfer of the Domain Name. Beginning on the 61st day after the registration or transfer, the procedures for changing the sponsoring Registrar set out in this schedule shall apply. Enforcement shall be the responsibility of the current Registrar

of the Domain name (“**Losing Registrar**”). If a Registrant wants to change its Registrar for a Domain Name to another Registrar (“**Gaining Registrar**”), then the Gaining Registrar shall:

- a) obtain express authorization from an individual who has the apparent authority to legally bind the Registrant. SITA may instruct the Gaining Registrar to supply the relevant **Auth_Info** code as a proof that the authorisation from the Registrant has been obtained;
- b) retain a record of reliable evidence of the authorization; and
- c) request, by the transmission of a transfer command as specified in the Registry Registrar Protocol, that the registry database in the System be changed to reflect the Gaining Registrar.

12.2 Transmission of a transfer command constitutes a representation on the part of the Gaining Registrar that:

- a) the requisite authorization has been obtained from the Registrant listed in the registry database of the System; and
- b) the Losing Registrar will be provided with a copy of the authorization if and when requested.

12.3 If the Losing Registrar denies the requested change of Registrar, then the Losing Registrar must notify the Gaining Registrar that the request was denied and the reason for the denial.

12.4 The Losing Registrar may deny the requested change in the following circumstances:

- a) situations described in the Domain Management Policy;
- b) circumstances exist that would allow the Sponsor or the Losing Registrar to revoke the licence to use the Domain Name;
- c) bankruptcy of the Registrant;
- d) dispute over the identity of the Registrant;
- e) if the request to transfer Domain Name occurs within the first 60 days after the Domain Name was initially registered with the Losing Registrar.

12.5 In all cases, the Gaining Registrar shall respond to the email notice regarding the transfer request within five days. Failure to respond will result in a default approval of the transfer.

12.6 Request for transfer is a billable transaction. The amount payable by the Gaining Registrar is specified in the Fees.

13 Registry Requirements

13.1 Upon receipt of the transfer command from the Gaining Registrar, the System will transmit a notification via email or polling mechanism to both the Losing Registrar and the Gaining Registrar.

13.2 SITA shall complete the transfer if the fee prescribed by the Registry for processing the transaction has been paid by the Gaining Registrar; and either

13

- a) the Losing Registrar expressly approves the request; or
- b) the System does not receive a response from the Losing Registrar within five days.

13.3 When the registry database in the System has been updated to reflect the change to the Gaining Registrar, the System will transmit an email notification to both Registrars.

14 Records of registration

Each Registrant shall maintain its own records sufficient and appropriate to document and prove the initial Domain Name registration date, regardless of the number of Registrars with which the Registrant enters into a contract for registration services.

E. TRANSFER OF LICENSE BETWEEN DOMAIN NAME HOLDERS

17 Registrar requirements

17.1 The license agreement between the Registrar and its Registrant shall include a provision preventing the Registrant from transferring the ownership of the Domain Name during the first 60 days after registration. Beginning on the 61st day after the date of registration or transfer, the procedures for transferring the Domain Name, set out in this Section E shall apply. Enforcement shall be the responsibility of the Registrar.

17.2 A Domain Name can be only transferred to a person who meets the criteria set out in the Domain Name Management Policy.

17.3 To transfer a domain name the Registrar must:

- a) obtain express authorization from an individual who has the apparent authority to legally bind the Registrant of the Domain Name to initiate the transfer. The form of the authorization is at the discretion of the Registrar and must include the name of the person to which the Registrant wishes to transfer the Domain Name (“**New Registrant**”);
- b) retain a record of reliable evidence of the authorization;
- c) obtain from the New Registrant details of the Aviation Community Membership ID (ENS_AuthID), password (ENS_AuthKey) and, if applicable, Domain AuthID issued by SITA; and
- d) request, by the transmission of an email request to aero.office@sita.aero, a modification of the Aviation Community Membership ID associated with the Domain Name subject to transfer. The request must clearly state the Domain Name(s) and the Aviation Community Membership ID and password issued by the ENS Organisation to the New Registrant.

17.4 Once the Registrar receives notification from SITA that the Aviation Community Membership ID associated with the Domain Name has been changed, the Registrar is required to change the Registrar contact details in the system to reflect the ownership transfer to the New Registrant. The change must be performed as soon as practicable, but no later than 7 working days from receipt of the notification.

18 Registry requirements

- 18.1 Upon receipt of a request from the Registrar pursuant to paragraph 17.3. d), the ENS Organisation will transmit a confirmation of the receipt via email or polling mechanism to the Registrar.
- 18.2 The ENS Organisation shall modify the Aviation Community Membership ID associated with the Domain Name if:
- a) the Aviation Community Membership ID and password of the New Registrant is valid;
 - b) the verification process conducted by the ENS Organisation concludes that the New Registrant is eligible for registration of the Domain Name in accordance with the Domain Name Management Policy; and
 - c) the fee prescribed by the Registry for processing the transaction has been paid by the Registrar.
- 18.3 When the Aviation Community Membership ID in the System has been updated to reflect the change to the New Registrant, the ENS Organisation will transmit an email notification to the New Registrant's Registrar.

Schedule 2: Registrar Acceptance Criteria

1 Authentication and access to the System

Before connecting to either the Test or Production systems, a Registrar must be authenticated by SITA. This will be accomplished as follows:

- a) Registrar is required to provide to Registry Operator one (1) signed Registrar Data Form, three (3) originally signed Confidentiality Agreements and one (1) originally signed Facsimile Form.
- b) Registry Operator will verify receipt of same via a phone call and/or e-mail to the administrative contact shown on the registrar data form provided to Registry Operator by the Registrar.

2 Secure connection with the System and testing

2.1 Before Registrar can connect to the .AERO Production system it must develop an application that

- a) interfaces with the System using the .aero Registry Protocol; and
- b) supports interactions between the Registrar's systems and the System. All interactions can be tested on the .AERO Registry Operational Testing and Evaluation (OT&E) environment.

2.2 After the application has been developed and interactions tested, the Registrar will schedule an appointment with .AERO Technical Support to pass a formal Technical Acceptance Test

3 Technical Acceptance Test

3.1 .AERO Technical Support will issue specific guidelines to proceed with the acceptance test and will monitor the test.

3.2 The acceptance tests will cover the protocol testing, and the domain, host, contact creation and modification transactions.

3.3 Readiness is to be interpreted in terms of readiness of Registrar's systems and sufficient understanding of the registration and record maintenance process.

3.4 The test results will be provided in a timely manner together with feedback with respect to any Registrar that fails to pass the test.

4 Summary

4.1 Registrar will receive permission to access the Production system once

- a) the Registrar is authorised by SITA;

- b) relevant documentation, in a form acceptable to SITA and Registry Operator, with respect to the registrar accreditation process has been received by SITA, and Registry Operator;
- c) the Registrar's ability to support the interactions has been tested and Registrar has passed such test(s) to the satisfaction of SITA and Registry Operator;
- d) Registry operator confirms that the Registrar has passed the .AERO OT&E certification test;
- e) SITA can reasonably vouch that the Registrar is ready to proceed; and
- f) Registrar has established an account balance as set out in the Registrar Agreement.

Schedule 3 Minimum Commitments Required from Registrants

1 Registrar's agency

The Registrar acts as agent for the Registry Operator and the Registry Sponsor for the sole purpose, and only to the extent necessary, to enable the Registry Operator and the Registry Sponsor to receive the benefit of rights and covenants conferred on each of them under this agreement.

2 Terminology

domain name means the .aero domain name registered by the Registrant.

Policy means the .aero Domain Name Management policy.

Registrant means an applicant for, or licensee of, a domain name.

Registry Operator means Afilias Limited, an Irish company limited by shares with its world headquarters at 52 Broomhill Road, Tallaght, Dublin 24, Ireland, the entity responsible for operating and administering the .aero domain name registry.

Registry Sponsor means Societe Internationale de Telecommunications Aeronautiques, a Belgian co-operative corporation registered with the Belgian Registrar of companies number B 217.548., the Sponsor of the .aero domain name.

3 Warranty

Registrant warrants that:

- a) to the best of Registrant's knowledge and belief, neither its registration of the domain name nor the manner in which it is directly or indirectly used, infringes the legal rights of a third party; and
- b) the domain name complies with the Policy.

Any breach of this warranty will constitute a material breach.

4 Provision of registration data

As part of the registration process, Registrant is required to provide certain information and agrees to update this information to keep it current, complete and accurate. This information includes:

- a) Registrant's full name, postal address, email address, voice telephone number, and fax number if available;
- b) the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
- c) the names of the primary nameserver and any secondary nameserver(s) for the domain name;

- d) the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the domain name;
- e) the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name; and
- f) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name.

5 Inaccurate or unreliable data.

Registrant represents and warrants that the data provided in the domain name registration application is true, correct, up-to-date and complete, and that Registrant will continue to keep all the information provided up to date.

Registrant's wilful failure to promptly update information provided, or any failure to respond for over 15 calendar days to inquiries by the Registrar, the Registry Operator and/or the Registry Sponsor addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to any domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through the Registrant, shall constitute a breach of this agreement and be a basis for cancellation of the domain name.

6 Use of information

Registrant acknowledges that information provided by the Registrant will be:

- a) **transmitted** to the Registry Operator for registry use;
- b) **publicly available** as required by ICANN; and
- c) **used** by the Registrar, the Registry Operator and the Registry Sponsor for inclusion in registers and data bases produced by them or their licensees.

7 Correction of data

Registrant may access data provided and rectify any incorrect data relating to Registrant using tools provided by the Registrar.

Registrant may access data provided and rectify any incorrect data relating to Aviation Community Membership ID (ENS_AuthID) via the webform on the www.information.aero website.

8 Consent

Registrant consents to the use of the information provided by it for the purposes set out in clause 6. If Registrant does not consent to the use of the information for the purposes set out in clause 6(c), then the Registrant must provide non consent verification stating the name and address of the Registrant and signed by an appropriate authorised individual. This must be sent to _____.

9 Notice to third parties

Registrant warrants that:

- a) it has provided, or will provide, to each third party individual whose personal details the Registrant has provided to Registrar, the same information about use of those details as set out in clauses 6, 7 and 8; and
- b) each third party individually has consented to use of their personal data for the purposes set out in this agreement.

10 Use of information

The Registrar, the Registry Operator and the Registry Sponsor will not process information in a manner incompatible with the purposes and limitations set out in clauses 6 and 7.

11 Reasonable precautions

The Registrar, the Registry Operator and the Registry Sponsor will take reasonable precautions to protect personal information obtained from Registrant from loss, misuse, unauthorised access or disclosure, alteration or destruction.

12 Limitation of liability

To the extent permitted by law, Registrant agrees that neither the Registrar, the Registry Operator nor the Registry Sponsor have any liability to the Registrant or the Registrant's agent for any loss Registrant may incur in connection with the processing of this agreement, the processing of any pre-registration application or application for a domain name, the processing of any authorized modification to the domain name's record during the covered registration period, or the failure by the Registrant's agent to pay a pre-registration or registration fee or renewal fee, or as a result of the application of the provisions of the relevant domain name dispute policy.

13 Suspension, cancellation, transfer

Registrant agrees that registration of its domain name shall be subject to suspension, cancellation or transfer by the Registrar, Registry Operator or the Registry Sponsor pursuant to any Registry Sponsor or ICANN adopted specification or policy, or pursuant to any Registry Operator or Registrar procedure not inconsistent with an ICANN adopted specification or policy:

- a) to correct mistakes by Registrar, the Registry Operator or the Registry Sponsor in registering the domain name; and
- b) for the resolution of disputes concerning the domain name

13

14 Indemnity

The Registrant agrees to indemnify, keep indemnified and hold the Registrar, the Registry Operator, the Registry Sponsor and their subsidiaries and affiliates, and the respective directors, officers, employees and agents of each of them harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Registrant's domain name registration or pre-registration, or to the Registrant's use of the domain name.

15 Submission to jurisdiction

For the adjudication of disputes concerning or arising from the use of the domain name, the Registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdictions of the courts of:

- a) the Registrant's domicile; and
- b) the place where the Registry Sponsor is located.

16 Domain name licence

Domain Names will be registered to Registrants 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 shall, in the absence of extenuating circumstances, result in cancellation of the registration.

The domain name is personal to the Registrant, and the Registrant may not transfer or license the domain name to any other person except as expressly provided in any relevant policy of Registry Sponsor.

17 Changes to the Domain Name Management Policy

The Registrant acknowledges that the Policy is expected to evolve. Changes in the Policy may result in cancellation or non-renewal of the registration or a change of terms under which the registration may be maintained.

18 Agreement with policies

Registrant acknowledges that it has read and understood, and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are incorporated and made an integral part of this agreement:

- a) Uniform Domain Name Dispute Resolution Policy (“**UDRP**”). The UDRP applies to challenges to a registered domain name on the grounds that the domain name is identical with or confusingly similar to a trademark in which the complainant has rights;
- b) Charter Eligibility Dispute Resolution Policy (“**CEDRP**”). The CEDRP applies to challenges to registered domain names on the grounds that the Registrant set forth in the Sponsored TLD Charter; and
- c) Eligibility Reconsideration Policy.

19 Breach

Registrant agrees that failure to abide by any provision of this agreement or any relevant domain name dispute policy may be considered by Registrar, Registry Operator or the Registry Sponsor as a material breach and that Registrar, Registry Operator or the Registry Sponsor may provide a notice describing the breach to the Registrant. If, within 30 days of the date of the notice, the Registrant fails to provide evidence, which is reasonably satisfactory to the Registrar, Registry Operator or the Registry Sponsor (as the case may be) that it has not breached its obligations, then Registrar, Registry Operator or the Registry Sponsor may delete Registrant's registration of the domain name. Any such breach by a Registrant shall not be taken to be excused simply because the Registrar, Registry Operator or the Registry Sponsor did not act earlier in response to that, or any other, breach by the Registrant. Notice may be given by mail, facsimile, email or other electronic means.

Schedule 4: Fees

1. Domain Name initial registration fee (per domain year) \$30

Currently, the Initial Domain Name registration is for a period of two years. Registry Operator reserves the right to change the minimum term upon notice to Registrar. The fee is non-refundable.

2. Domain Name renewal fee per domain year \$30

Domain name renewals can be made for up to 10 years, but the total period of the current Domain Name registration period and any renewal period cannot be more than 10 years. The fee is non-refundable.

3. Fee for the transfer of sponsorship of a Domain Name registration \$30

The fee is payable by the Gaining Registrar and is non-refundable. The transfer fee includes a one-year extension of the term of the domain name registration, provided that the total registration term may not exceed 10 years.

4. Fee for processing an eligibility decision request \$5

Fee for a submission of a request to the ENS Organisation to receive an Aviation Community Membership ID. The fee will be applied in the event the associated Domain Name registration request is denied after the expiration of the add grace period that may be applied by the registry. The fee is non-refundable.

5. Fee for processing a request to modify ID \$0

Fee for a submission of a request to the ENS Organisation to modify an Aviation Community Membership ID associated with the Domain Name being transferred including, without limitation, a request to transfer a Domain Name from one Aviation Community Membership ID to another Aviation Community Membership ID. The fee is non-refundable.

6. Fee for EPP Restore Command \$40

Fee for submission of a Restore Command with respect to a domain name that is in Redemption Grace Period. The fee is non-refundable.

7. Changes in fees

Subject to approval by Registry Sponsor, the fees in this schedule may be revised by Registry Operator from time to time upon thirty (30) days prior notice. As a part of this price revision, Registry Operator may introduce different fees for different types of names as specified in the Domain Name Management Policy.

Registry Operator may at any time offer various promotional prices that are not in excess of the fees indicated in the table above, as revised from time to time.