

## **.IN REGISTRAR ACCREDITATION AGREEMENT**

This REGISTRAR ACCREDITATION AGREEMENT ("Accreditation Agreement") is by and between the National Internet Exchange of India (NIXI), a not for profit company duly registered under section 25 of the Indian Companies Act 1956 with its registered office located at, 9<sup>th</sup> Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi-110001 India (hereinafter

"the party of the First part" or .IN Registry), 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.

**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](http://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 .INRegistry System.

**1.16** "Registry Services Provider" means the entity authorized by .IN Registry to provide .IN Registry Services.

**1.17** ".INRegistry 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 gives the registrar no right, power or authority 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, and .IN Registry Policies and 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 regulations. It shall be the responsibility of the Registrar to inform .IN Registry in case of occurrence of any violation of such regulations by the Registrant.

## **3. THE .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.

**3.2 Use of the .IN Registry Name and Website.** The .IN Registry hereby grants to Registrar a nonexclusive, 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) to link to pages and documents within the .IN Registry Web site. No other use of the .IN Registry's name or website is licensed hereby. This license may not be assigned or sub-licensed by Registrar.

**3.3 Registry Services.** The .IN Registry will provide registry services as per the terms of this agreement.

## **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 in accordance with this Accreditation Agreement.

**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 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 nameserver and secondary nameserver(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, 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 no later than three (3) business days, update its database and provide such updates to .IN Registry.

**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.

**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 directive/order 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 third party.

#### **4.4 Business Dealings, Including with Registrant.**

**4.4.1** Registrars must comply with the laws, rules and administrative regulations of the 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 may 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 domain name registrants. Violation of this provision will constitute a material breach of the agreement.

**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 for behaviour of resellers, including any penalties.

**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 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 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 nonrefundable, one-time Accreditation fee of INR 50,000 (Indian Rupees Fifty Thousand Only) or such amount which may be decided by .IN Registry at the time of entering into this Registrar Accreditation Agreement. This fee shall not be used for billable registrations.

**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 shall be at New Delhi, India.

**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, it 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 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. In that eventually, .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.

## **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, auctioning or selling of the .IN domain names at a higher price than they are regularly charging from the public. Any such involvement of the Registrar will

lead the termination of Accreditation, financial penalty and any other legal action as provided under the laws of 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 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 will 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 may 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 will refrain from enabling high volume, automated, electronic processes that send queries or data to the systems of .IN Registry, except as reasonably required to register domain names or modify existing registrations.

**6.8** Registrars will allow their Registrants to use name servers other than those suggested by themselves.

**6.9** Registrars will not transmit the personal data of their Registrants to third parties unless required to do so by a competent authority 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 will 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**

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 act, material control regulations or orders, act of God, act of the public enemy, epidemic and quarantine restriction 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 minimise 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 Registry shall be entitled by written notice to terminate this 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, and no employment relationship between 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 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.

**9.2 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:

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

**9.2.2 Registrar:**

**9221** is convicted by a court of competent jurisdiction of a criminal wrongdoing or other serious offence related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that .IN Registry reasonably deems as the substantive equivalent of those offenses; or

**9222** is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

**9.2.3** 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.

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

**9.2.5** 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.

**9.2.6** Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief,

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

**9.3 Effect of Termination.** Upon the expiration or termination of this agreement for any reasons as mentioned above:

**9.3.1 Registrar** shall immediately transfer its sponsorship of Registered Names to another .IN Registry- Accredited Registrar in compliance with any procedures established or approved by .IN Registry.

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

**9.4 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.

**9.5 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 9.6 (Indemnification), Section 6 (Registrar Terms and Conditions), Section 9.16 (Intellectual Property), and Section 9.12 (Confidential Information).

**9.6 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.

**9.7 No Third-Party Beneficiaries.** This Accreditation Agreement shall not be construed to create any obligation by either the .IN Registry or Registrar to any non-party to this Accreditation Agreement, including any Registrant.

**9.8 Notices, Designations, and Specifications.** Any notice or other communication required or permitted to be delivered to any party under this Accreditation Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against of receipt of confirmation of delivery) or by telecopier/fax (against receipt of answer back confirming delivery) during business hours to the address 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).

**9.9 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 shall be binding on both the parties.

**9.10 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 during business hours) to the address or telecopier/fax number

set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

if to Registrar:

with a copy to:

if to NIXI:

National Internet Exchange of India

Attention: CEO

9th Floor, B-Wing, Statesman  
House, 148, Barakhamba Road,  
New Delhi-110001  
India

Email: [legal@nixi.in](mailto:legal@nixi.in)

**9.11 Assignment/Sublicense.** 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 hereto. Registrar shall not assign, sublicense, or transfer its rights or obligations under this Agreement, in whole or in part, to any third person, including reseller without the prior written consent of .IN Registry.

**9.12 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.

**9.13 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.

**9.14 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.

**9.15 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.

**9.16 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 recognise that they shall have no right, title, interest or claim over the others' intellectual property.

**9.17 Entire Agreement Severability.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supercedes 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.

**9.18 Survival:** Notwithstanding anything to the contrary in 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 9.6 (Indemnification), Section 6 (Registrar's Obligations), Section 9.16 (Intellectual Property) and Section 9.12 (Confidential Information).

**9.19 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 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.

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: \_\_\_\_\_