



.SO Registry-Registrar Agreement

Local Registrars

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Registry-Registrar Agreement

This Agreement (the “Agreement”) between:

The Somali Network Information Centre “SONIC”, which located at Mogadishu, P.O. Box 77, Mogadishu in the Federal Republic of Somalia;

And:

The entity named in Schedule 1 of this Agreement (the “Registrar”);

Each of which is a “Party”, and together shall be the “Parties”. This Agreement is dated on the Commencement Date identified in Schedule 1 of this Agreement.

Recitals

SONIC provides Domain Name Registry Services for the Federal Republic of Somalia and is the endorsed manager for administering the assigned “.SO” Top Level Domains for

The Registrar wishes to be accredited by SONIC as a Registrar.

The Registrar wishes to connect to SONIC Domain Name Registry System.

The Registrar acknowledges that multiple Registrars will be able to connect to SONIC Domain Name Registry System.

SONIC and the Registrar agree to be bound by terms and conditions as follows:

IT IS HEREBY AGREED

1. Term

This document has effect on and from the Commencement Date, and continues until it is terminated by:

- 1.1. Either Party providing thirty (30) Calendar Days notice to the other Party;
- 1.2. SONIC where the Registrar:
 - 1.2.1. Fails to continue to meet the Accreditation Requirements;
 - 1.2.2. Fails to pay any Fees; or
 - 1.2.3. Is in breach of any other provision of this Agreement, as determined by SONIC, which is not capable of being rectified within thirty (30) Calendar Days of prior written notice to do so;

In which case SONIC may, without prejudice to any rights or remedies at law, terminate this Agreement immediately without further notice or liability on it towards the Registrar.

2. Registrar Accreditation

2.1. Requirements

The Registrar must be accredited by SONIC for the Term.

2.2. Non-Exclusivity

The Registrar acknowledges that it has a right to access SONIC's Domain Name Registry System and to provide Registrar Services in accordance with this Agreement on a non-exclusive basis.

2.3. Accreditation

Upon being accredited by SONIC the Registrar may;

- 2.3.1. Apply to register a Domain Name on behalf of a Registrant;
- 2.3.2. Provide all associated services to such Registrants, including services relating to Domain Name Registration, Cancellation, Deletion, Renewal, or Transfer; and
- 2.3.3. To provide services otherwise required by SONIC's Policies.

For the Authorised Zones identified in Schedule 3, PROVIDED THAT the Registrar complies with all the terms of this Agreement and all the policies and decisions issued by SONIC.

3. Accreditation Requirements

The Accreditation Requirements include the following:

- 3.1. The Registrar must complete and pass, to the satisfaction of SONIC, the tests described in the Registrar Accreditation Procedures as amended from time to time, and
- 3.2. The Registrar must remit to SONIC the fees described in Schedule 2 of this agreement, and such other fees that are described in the Registrar Accreditation Procedures.

The Registrar shall abide by the following as regards to the Accreditation Requirements:

- 3.3. The Registrar must maintain its Accreditation with SONIC for the Term, which includes being in a position to complete and pass to the satisfaction of SONIC, at any time requested, the tests comprising the Registrar Accreditation Procedures;
- 3.4. The Registrar acknowledges that it may only provide services in respect of Domain Names determined by the Parties for that Registrar during the Accreditation Procedure, and which are listed the Authorised Zones in Schedule 3; PROVIDED THAT SONIC has the right to modify Schedule 3 from time to time;
- 3.5. The Registrar acknowledges access to SONIC's Domain Name Registry System may be withdrawn at any time if it fails to meet the Accreditation Requirements;

- 3.6. The Registrar warrants and represents that it will meet the Accreditation Requirements for the Term;
- 3.7. The Registrar will notify SONIC if it ceases or believes that it has ceased to meet the Accreditation Requirements;
- 3.8. The Registrar will comply with all other Accreditation Requirements set out in any SONIC Policies or otherwise notified to the Registrar by SONIC; and
- 3.9. The Registrar acknowledges that the Registrar's company name, logo, and a link to the Registrar's website will be posted on SONIC's website;
- 3.10. The Registrar must comply with all terms of this Agreement and all SONIC Policies and pay the Fees as set out in this Agreement.

4. Regulatory Requirements

The Registrar shall at all times during the Term fully comply with all SONIC Policies as issued by SONIC from time to time.

- 4.1. The Registrar shall comply with SONIC Policies as if they were part of this Agreement. The Registrar must comply with changes to SONIC Policies as soon as practicable but in any event no later than 30 Calendar Days after their publication.
- 4.2. Notification of relevant changes shall be made as per the procedure in Section 32.3 or Section 32.4, and shall be published on SONIC website.
- 4.3. Any inconsistency between the terms of this Agreement and the provisions of any SONIC Policy, this Agreement shall be deemed to be amended so as to be consistent with the relevant provision of the relevant SONIC Policy, and shall be read subject to the provisions of that SONIC Policies.

5. Disclosure

The Registrar must promptly notify SONIC if the Registrar becomes aware at any time:

- 5.1. That it does not meet any of the Accreditation Requirements; or
- 5.2. Of any circumstance, fact or thing that affects its ability to continue to meet the Accreditation Requirements.

6. Notice of claims

The Registrar must immediately give notice to SONIC of any pending or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation, or application in relation to any Domain Name (or any judicial requests or orders to produce documents or information obtained from, or supplied to, SONIC Domain Name Registry System) that become known to the Registrar.

7. Licences, permits, and approvals

The Registrar shall obtain and maintain in good standing and renew as necessary all licences, permits, insurances and approvals that may be required in connection with providing Registrar Services and the performance of its obligations under this Agreement.

8. Compliance with applicable laws and regulations

The Registrar shall comply with the laws of the Federal Republic of Somalia and observe all applicable international laws and regulations.

9. Loss of Accreditation

- 9.1. Accreditation ceases when this Agreement is terminated in accordance with its provisions.
- 9.2. Accreditation may be suspended when the Registrar is in breach of a provision of this Agreement or any SONIC Policy and does not or cannot rectify this breach within thirty (30) Calendar Days of the date of a notice in writing from SONIC requiring the Registrar to do so where that breach is capable of being rectified, and if not capable of being rectified, when the breach occurs.

10. Authorisation as Registrar

- 10.1. SONIC authorises the Registrar to access the Domain Name Registry System on a non-exclusive basis, subject to this Agreement.
- 10.2. Access to SONIC Domain Name Registry System will only be granted once the Registrar has met all the Accreditation Requirements and from the Commencement Date of this Agreement.
- 10.3. Access to SONIC Domain Name Registry System may be withdrawn at any time should the Registrar cease to meet the Accreditation Requirements.

11. Registrar method of business

The Registrar shall provide at its own cost:

- 11.1. Support to accept requests for Domain Name Registration, Cancellation, Deletion, Renewal, or Transfer; and
- 11.2. Customer service to Registrants (including support in relation to ensure the accuracy of data and the maintenance of such data in SONIC Domain Name Registry System) and billing and technical support; and
- 11.3. An appropriate complaints handling policy and procedure to adequately address concern raised by Registrants and the general public, and must make accessible the details of this complaints handling policy and procedure (for example by publishing it on the Registrars website); and
- 11.4. Employees, contractors, or agents with sufficient technical training and experience to develop the Registrar's technical systems, and to respond to and fix

all technical problems concerning the Registrar's Systems and interactions between the Registrar's Systems and SONIC Domain Name Registry System.

12. Security

The Registrar shall develop and employ all necessary technology and restrictions to ensure that its connection to SONIC Domain Name Registry System is secure and that all data exchanged between the Registrar's System and SONIC's Domain Name Registry System shall be protected to avoid unintended disclosure to third parties.

13. Data submission requirements

- 13.1. The Registrar shall ensure that in accessing or using the Domain Name Registry System, it submits complete data as is required by any SONIC Policy or technical specifications of the Domain Name Registry System that are made available to the Registrar by SONIC from time to time.
- 13.2. The Registrar hereby grants SONIC a nonexclusive, non-transferable, limited licence to such data for propagation of and the provision of authorised access to the relevant Zone files and as otherwise required in SONIC's operation of the Domain Name Registry System.
- 13.3. The Registrar shall comply with the laws and regulations of the Federal Republic of Somalia including laws and regulations relating to data protection.

14. Time

In the event of any dispute concerning the time of a transaction in the Domain Name Registry System, the time shown in the Domain Name Registry System's records shall prevail.

15. Applications for a Domain Name

The Registrar:

- 15.1. Must consider if each application for a Domain Name meets the relevant SONIC Policy or technical specifications;
- 15.2. Must use reasonable endeavours to verify the information provided by the Registrant;
- 15.3. Must approve and process any application for a Domain Name if the Registrar is satisfied that the application conforms to the relevant SONIC Policies;
- 15.4. Must reject an application for a Domain Name if it is not satisfied that the application conforms to the relevant SONIC Policies;
- 15.5. Must ensure that the Registrant is bound by a Registrant Agreement for that Domain Name, and must submit to the Domain Name Registry System all the relevant data relating to that Registrant Agreement as provided for in the relevant SONIC Policies from time to time;

- 15.6. Acknowledges that SONIC and the Domain Name Registry System performs final integrity checks and the application for the requested Domain Name may still be rejected, even though the Registrar has approved it; and
- 15.7. Must for all rejected applications, notify the Applicant as to the reasons why the relevant Application was rejected.

16. Restrictions on Registered Names

In addition to complying with SONIC Policies limiting the types of Domain Names that may be Registered, or imposing restrictions on words, digits or combinations of letters, digits and words that may be Registered as Domain Names, the Registrar agrees to comply with all applicable laws, statutes, orders and regulations issued or published which may limit the types of Domain Names that may be Registered, or imposes on restrictions on words, digits or combinations of letters, digits and words that may be Registered as a Domain Name.

17. Registrant Agreement and Domain Name Licence

The Registrar must:

- 17.1. enter into a binding and enforceable Registrant Agreement with each Registrant on the Application for Domain Name Licence made to the Registrar by that Applicant;
- 17.2. ensure that no Registrant Agreement to which it is a party contains any terms which are inconsistent with this Agreement or SONIC's Policies;
- 17.3. ensure that its Registrant Agreement is easily accessible to the public (for example, by being published on its website);
- 17.4. ensure that the Registrant agrees to the terms of the Registrant Agreement prior to being able to Register any Domain Name; and
- 17.5. at the request of SONIC inform Registrants, via email, of any changes to SONIC Policies.

18. Registrant Information

Personal Information pertaining to Registrants belongs to the Registrants and shall not be collected, used, or disclosed by SONIC or the Registrar except for the reasonable purposes of fulfilling their obligations under this Agreement any applicable laws and the Policies issued by SONIC , and as a Registrant may consent in its Registrant Agreement with the Registrar, or in agreement with SONIC, as the case may be. The Registrar must:

- 18.1. promptly submit Registrant Information to the Domain Name Registry System;
- 18.2. submit any changes to Registrant Information to the Domain Name Registry System within five Business Days of receiving it from the Registrant; and
- 18.3. not sell Registrant information.
- 18.4. not grant access to Registrant Information unless authorised to do so by SONIC or SONIC's relevant Policy.

19. Transfers between Registrars

Registrars must ensure that their Registrants can easily initiate a transfer of Domain Name from the Sponsorship of one Registrar to the Sponsorship of another Registrar in accordance with the provisions of the relevant SONIC Policies.

20. Non-solicitation

Registrars must not use the data from SONIC Domain Name Registry System to contact or solicit business from a Registrant unless:

- 20.1. the Registrar is the Sponsoring Registrar in respect of a Registered Domain Name in favour of that Registrant;
- 20.2. the Registrant has previously contacted the Registrar in respect of the application for or registration of a Domain Name;
- 20.3. the Registrant is otherwise a customer of the Registrar and has authorised the Registrar to use information obtained by, or on behalf of the Registrar from that Registrant, to accept business from or make contact with the Registrant.

21. No Application

The Registrar must not submit an Application for a Domain Name to the Domain Name Registry System or provide any other Registrar Services to a Registrant or Applicant unless:

- 21.1. the Registrar is the Sponsoring Registrar for the Domain Name; or
- 21.2. the Applicant has asked the Registrar to submit that Application for a Domain Name to SONIC's Domain Name Registry System or provide such other Registrar Services as the case may be.

22. Registrar's other obligations

The Registrar must:

- 22.1. Act in good faith in its dealings with SONIC, other Registrars, and Registrants;
- 22.2. Notify SONIC immediately of any security breaches of its systems;
- 22.3. Provide at all times, at SONIC's request, information on the Renewal, Transfer, Modification, or Cancellation of a Domain Name;
- 22.4. Provide notice to SONIC within two Business Days if it becomes aware of a breach of a Domain Names registration, or this Agreement, or any relevant SONIC Policy by a Registrant, or if it believes, or has cause to believe that a Registrant is no longer Eligible to hold a Domain Name;
- 22.5. Keep SONIC informed of any changes in the information supplied to the Domain Name Registry System, including information supplied on behalf of Registrants and all changes of the Registrar's contact or company details;
- 22.6. Provide SONIC with information requested about the Registrar's business;

- 22.7. Provide SONIC with information regarding circumstances that may impact the Registrar's ability to perform Registrar Services;
- 22.8. Comply with all applicable laws and regulations;
- 22.9. Maintain sufficient insurances for its business so as to be able to meet any claim against it by either SONIC (including under any indemnity given by the Registrar to SONIC), any Registrant or any third party arising out of the subject matter of this Agreement; and
- 22.10. Promptly investigate all complaints.

The Registrar must not:

- 22.11. Engage in any direct or indirect activity which is designed to bring, or may have the effect of bringing, SONIC or the Domain Name Registry System into disrepute or which interferes with SONIC's operations;
- 22.12. Approve any Application for a Domain Name, nor submit to or place in the Registry, any Registrant Data which relates to a Domain Name which does not comply with SONIC's Policies;
- 22.13. Be involved in any activity which involves the acquisition or accumulation of Domain Names which are not connected to the provision of Registrar Services under this Agreement, for the purposes of removing them from the availability of others, transferring them for a direct or indirect, immediate or deferred gain or profit or for any other reason which can be considered to be done in bad faith; and
- 22.14. Use any personal information held in relation to a Registrant or other person other than is required in accordance with the provisions of SONIC Policies, this Agreement, and all applicable laws and regulations.
- 22.15. Registrar shall not engage in or authorise any activity which may directly or indirectly bring SONIC into disrepute or interfere with SONIC's operations or expose SONIC to any liability or claim, including without limitation, the doing of any act which may be defamatory, constitute unlawful discrimination, or infringe the intellectual property or other rights of SONIC or any Person.

23. Resellers

Registrars may appoint Resellers.

- 23.1. Contracts or agreements made with Resellers must contain a provision that the Reseller shall comply with SONIC Policies, and disclose the identity of the Registrar that they have a relationship with in any documentation or websites that relate to services provided by the Registrar under this Agreement (whether or not those services are then resold by the relevant Reseller to a Registrant).
- 23.2. SONIC may require the Registrar to provide the names of the Registrar's Resellers along with their contact details.
- 23.3. SONIC may issue a direction for the Registrar (with which direction the Registrar will comply) to terminate the agreement with any Reseller, if the Reseller has

done or omitted to do anything that would have been a breach of any part of this Agreement if that Reseller would have been a party to this Agreement instead of the Registrar, or would be a provision of SONIC Policies.

- 23.4. Registrar shall fully indemnify SONIC against any loss, damage or claim it may suffer in connection with any breach relating thereof.

24. Requests for Information

The Registrar acknowledges that SONIC at any time during the term of this Agreement may request any records relating to any Registrants and Domain Name Licences granted under this Agreement for inspection. The Registrar agrees and acknowledges that SONIC shall be entitled to inspect and make copies of any such records in order to ensure compliance by Registrar with the provisions of this Agreement. The Registrar shall co-operate with SONIC in regards to such request.

25. Fees

- 25.1. The Registrar agrees to pay the Fees as set out in Schedule 2 of this Agreement.
25.2. SONIC may revise the Fees from time to time at its discretion PROVIDED THAT before such revised Fees take effect, SONIC will provide the Registrar with reasonable prior notice of the introduction of the revised Fees.

26. Changes to Systems

The Registrar acknowledges that SONIC may from time to time be required to make modifications to the protocols and the systems that will modify, revise or otherwise augment the features of the Domain Name Registry System.

27. Preservation of the Integrity of the Domain Name Registry Systems

The Registrar acknowledges that SONIC may in its sole discretion, stop processing the requests of the Registrar for access to SONIC Domain Name Registry System, for such periods as is deemed necessary, should SONIC determine that the action is necessary to preserve the integrity and stability of SONIC's Domain Name Registry System.

28. Privacy

Registrars shall comply with any relevant privacy provisions stipulated in the laws and/or regulations of the Federal Republic of Somalia.

29. Assignment

- 29.1. The Registrar may not assign its rights under this Agreement to another party without prior consent from SONIC.

- 29.2. The Registrar must notify SONIC if there is an effective change in control of the Registrar's business of providing Registrar Services, and will not allow such a change of control to occur without the prior written consent of SONIC.
- 29.3. SONIC may request information it deems necessary from the Registrar in order to make a decision on the change of control or assignment.
- 29.4. The Registrar may not transfer, assign, charge, rent out, lend and/or howsoever give any third party, directly and/or indirectly, its rights and/or obligations pursuant to this Agreement, without SONIC's prior written consent and without the assignee having been accredited by SONIC to serve as a Registrar.
- 29.5. The transfer and/or assignment of any right or obligation by one of the Parties to a third party shall not derogate from the Registrar's direct liability pursuant to this Agreement for its acts or omissions prior to the transfer and/or assignment.
- 29.6. SONIC may transfer and/or assign to any third party, its rights and/or obligations pursuant to this Agreement, or some of them, if the source of the authority for its operations is removed or transferred to another party, PROVIDED THAT the Registrar's rights pursuant to this Agreement are not prejudiced. In particular, and without derogating from the generality of the aforesaid..

30. Suspension of Services

Registrar may not suspend any of its Registrar Services without the prior written consent of SONIC and if such a request to suspend its Registrar Services is made to SONIC, Registrar shall provide in writing the reasons regarding the suspension.

31. Warrant

The Registrar represents and Warrants that:

- 31.1. It is a corporation or other entity duly incorporated or established, validly existing and in good standing under the law;
- 31.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 31.3. The execution, performance and delivery of this Agreement has been duly authorised by the Registrar;
- 31.4. No further approval, authorisation or consent of any governmental or regulatory authority is required to be obtained or made by the Registrar in order for it to enter into and perform its obligations under this Agreement;
- 31.5. It has the knowhow, experience, skill, expertise, means, ability, personnel, infrastructure and equipment required to engage in providing services for the Registration and management of Domain Names and to perform all its obligations pursuant under this Agreement, to the highest standard and in accordance with SONIC Policies and the terms, conditions and times set forth herein;
- 31.6. Information provided to SONIC by or on behalf of the Registrar about the Registrar is true and correct; and

- 31.7. It shall not do anything that might reasonably constitute a material risk to the stability of the Domain Name Registry System.
- 31.8. The Registrar hereby represents and Warrants to SONIC that all statements of fact and all warranties and representations in this Agreement are full, accurate and complete and will be fulfilled at all times during the term of this Agreement. Registrar shall immediately notify SONIC in writing of any change in circumstances, which may result in Registrar being unable to meet the above-mentioned warranties.

32. Obligations of SONIC

32.1. General

SONIC must:

- 32.1.1. Act in accordance with its Internal Management Procedures;
- 32.1.2. Act fairly and transparently with all interested parties;
- 32.1.3. Ensure that all policies are reviewed with regard to best practice; and
- 32.1.4. Assign all rights, obligations and liabilities under this Agreement to the Federal Republic of Somalia's preferred endorsed authority, should SONIC cease to be the endorsed authority.

32.2. Access to the Domain Name Registry System

Subject always to Clause 26, SONIC shall provide access for the Registrar to SONIC Domain Name Registry System during the Term and for so long as the Registrar meets the Accreditation Requirements.

32.3. Enhancements or Modifications to SONIC Domain Name Registry System

SONIC will provide the Registrar with at least thirty (30) Calendar Days notice for minor enhancements/modifications that will modify, revise or augment the features of the Domain Name Registry System prior to the implementation of any of these changes.

32.4. Substantial modifications to SONIC's Domain Name Registry System

SONIC will provide the Registrar with at least ninety (90) Calendar Days notice for substantial modifications that will modify, revise or augment the features of the Domain Name Registry System prior to the implementation of any of these changes.

SONIC will make the portions of the Domain Name Registry System that are affected by these modifications available to Registrars in the form of an Operational Testing Environment for the purpose of testing a minimum of four (4) weeks before being implemented.

32.5. Technical and Administrative Support

SONIC will provide technical and administrative support to Registrars during the Term.

32.6. Maintenance of Registrations

SONIC will maintain in the Domain Name Registry System, the Registered Names Sponsored by the Registrar, so long as they meet the requirements set out in this Agreement.

32.7. Service Level Agreement

SONIC will use best endeavours to meet the service levels as described in Schedule 4 to this Agreement.

33. Protection of information

- 33.1. SONIC and the Registrar shall take all reasonable steps to protect all information stored in their respective systems which is not publicly available. Both Parties agree to keep confidential any information belonging to the other Party that has been clearly identified as confidential.
- 33.2. The Registrar shall not access or use any information (nor permit or authorise any such access or use) for any purpose contrary to this Agreement.
- 33.3. SONIC shall have the right to identify and publish the name of the Registrar in connection with each of Domain Names for which it is the Sponsoring Registrar in SONIC WHOIS Service.

34. Confidential Information

- 34.1. During the Term of this Agreement, each Party (the “Disclosing Party”) may disclose its Confidential Information to the other Party (the “Receiving Party”). Confidential Information means all information and materials about the other Party or a third party, in any form, which comes into a Party's possession pursuant to, or as a result of or in performance of this Agreement, excluding information:
 - a. Which at the time of its first disclosure under this Agreement was in the public domain; or
 - b. Which, after disclosure under this Agreement, comes into the public domain other than by disclosure in breach of this Agreement; or
 - c. Which is received by either party from a third party who has the right to provide the information and which is not itself subject to confidentiality; or
 - d. Which was already in the party's possession or knowledge without restriction prior to its disclosure; or
 - e. Which the party is required by law or SONIC to disclose.

- 34.2. Each Party's use and disclosure of the Confidential Information of the other Party shall be subject to the following terms and conditions.
- 34.2.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
 - 34.2.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
 - 34.2.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others provided, however, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, PROVIDED THAT the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understood, and agreed to be individually bound by the confidentiality terms of this Agreement.
 - 34.2.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
 - 34.2.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
 - 34.2.6. Notwithstanding the foregoing, this Subsection imposes no obligation upon the parties with respect to information that:
 - a. is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure;
 - b. is or has entered the public domain through no fault of the Receiving Party;
 - c. is known by the Receiving Party prior to the time of disclosure;
 - d. is independently developed by the Receiving Party without use of the Confidential Information; and
 - e. is made generally available by the Disclosing Party without restriction on disclosure.
 - f. is disclosed by the Receiving Party in compliance with a legal requirement of a competent governmental entity or otherwise where disclosure is required by law.
 - 34.2.7. The Receiving Party's duties under this subsection shall expire two years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

- 34.3. The Registrar agrees that Personal Information relating to any Registrant which the Registrar obtains during its course of business as specified in this Agreement shall only be used for the purposes of the operation of the activities stipulated under this Agreement.
- 34.4. The Registrar shall not sell the Registrant's information to any third party.

35. Intellectual Property

Subject to the licences granted hereunder, 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.

Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

The Registrar acknowledges that information pertaining to a Domain Name Registration is not proprietary information and that it belongs to neither the Registrar, nor SONIC, and is held by SONIC for the public good.

The Registrar shall not alter, copy, modify or otherwise change the licensed materials or any other information or materials that SONIC permits the Registrar to use or access.

Registrar grants to SONIC a non-exclusive, non-transferable and revocable license to utilise Registrar's company name, logo trade mark and trade marks for the purpose of advertising, marketing, promoting and publicising Registrar Services provided by Registrar through SONIC.

36. Termination of Agreement

36.1. Termination by change to this Agreement

Revisions to this Agreement approved by SONIC will be presented as an amendment to be signed by the Registrar, or as a replacement agreement. The Registrar will be given thirty (30) Calendar Days to execute the new agreement or amendment, or terminate on notice pursuant to this Agreement. Should the Registrar not execute the amended or new agreement within thirty (30) Calendar Days, the Registrar will be deemed to have terminated this Agreement effective immediately.

36.2. Termination due to non payment of Fees

Without limitation SONIC may terminate this Agreement if non payment to any Fees owing by the Registrar and the Registrar fails to remedy the same within thirty (30) Calendar Days of being required to do so in writing by SONIC.

36.3. Termination due to dissolution, insolvency or bankruptcy

SONIC may terminate this Agreement if the other Party is judged insolvent or bankrupt, or if proceedings are instituted against it, or if proceedings are instituted by or against that other Party seeking relief, reorganisation or arrangement under any laws relating to insolvency, 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 that other Party's business.

36.4. Termination due to loss of Accreditation

Without limitation SONIC may, in its sole discretion, by giving notice thereof to the Registrar, and without prejudice to any of its rights or remedies at law, terminate this Agreement or suspend the Registrar's Accreditation for such time as SONIC may determine should the Registrar not continue to meet the Accreditation Requirements, the terms of this Agreement or the decisions and policies issued by SONIC.

36.5. Effect of Termination

Upon the expiry or termination of this Agreement for any cause:

- 36.5.1. SONIC may complete the Registration of all Domain Names processed by the Registrar prior to the effective date of such expiration or termination of this Agreement, as it deems appropriate and PROVIDED THAT Registrar's payments of Fees are current and timely;
- 36.5.2. the Registrar shall immediately transfer its Sponsorship of the Domain Names to another Accredited Registrar or SONIC will assume the responsibility for the Sponsorship of the Domain Names in compliance with any SONIC Policies;
- 36.5.3. Confidential Information will be returned or destroyed in accordance with the Section (34) of this Agreement;
- 36.5.4. all Fees owing to SONIC shall become immediately due and payable;
- 36.5.5. the Registrar shall cease to use, directly or indirectly, in advertising or in any other manner whatsoever the licensed materials as stipulated under this Agreement and shall cease and remove all references to itself as an Accredited Registrar; and
- 36.5.6. The Registrar shall take whatever measures as reasonably required by SONIC with regard to Domain Names for the Federal Republic of Somalia under its Sponsorship.

37. Force majeure

Neither Party shall bear any liability, in contract or any tort, for any damage, including special damage, consequential damage or indirect damage, pursuant to this Agreement or at law, occasioned by force majeure, including fire, flood, war, acts of sabotage, serious disturbances of the public peace, a shortage of reasonable sources for the supply of

equipment essential to the operation of the Internet and/or SONIC's Domain Name Registry System, an act or omission of a telecommunications licensee or restrictions imposed by it, a temporary delay, restriction, cessation or disconnection in services and ancillary services in consequence of government regulations or orders, Internet restrictions, military or security restrictions, fraud prevention means or other causes that are not in such Party's control; PROVIDED THAT if any such event is reasonably foreseeable by the Party seeking to take advantage of such force majeure, such Party shall have taken all reasonable steps within its reasonable control to avoid the occurrence of such force majeure.

38. Waivers

No waiver by either Party of any provision of or right of that Party under this Agreement shall be effective unless it is in writing signed by that Party and such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No failure or delay by any Party to exercise any right under this Agreement or to insist on strict compliance by any other Party with any obligation under this Agreement, and no custom or practice of the Parties at variance with the terms of this Agreement, shall constitute a waiver of that Party's right to demand exact compliance with this Agreement.

SONIC may in its sole discretion stop processing requests of Registrar for the Registration of Domain Names or the Transfer, Modification, Renewal or Cancellation of Domain Name Registrations in the event that SONIC considers that such action is necessary to comply with the applicable law, resolve any technical problems of SONIC's Domain Name Registry System or preserve and protect the integrity, rights and interests of any of SONIC, any Registrant, Registrar, any other Registrar and/or any other Person.

SONIC do not make any representation or warranty in respect of the systems accessed by the Registrar or the Registrants including without limitation to those systems provided by third party software, hardware, internet and/or telecommunications service providers.

Under no circumstances shall SONIC or any of their directors, officers, employees be liable to the Registrar for any direct, indirect, damages or loss arising out of or in connection with this Agreement.

39. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

40. Amendments

SONIC shall have the right to amend this Agreement (including without limitation the attached Schedules) as well as any other policies or guidelines issued by it. Any such amendment shall be binding and effective on the Registrar.

41. Severability of Provisions

Any provision of this Agreement which becomes prohibited or unenforceable in the Federal Republic of Somalia shall be ineffective and severed to the extent thereof without invalidating any other provision of this Agreement.

42. Relationship of the Parties

Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

43. Indemnification

The Registrar will indemnify, defend and hold harmless SONIC and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against SONIC or any affiliate of SONIC based on or arising from any claim or alleged claim:

- 43.1. Relating to any product or service of Registrar;
- 43.2. Relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or
- 43.3. 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.

SONIC shall provide the Registrar with prompt notice of any such claim, and upon the Registrar's written request, SONIC will provide to the Registrar all available information and assistance reasonably necessary for the Registrar to defend such claim, provided that the Registrar reimburses SONIC for SONIC's actual and reasonable costs incurred in connection with providing such information and assistance.

The Registrar will not enter into any settlement or compromise of any such a claim without SONIC's prior written consent, which consent shall not be unreasonably withheld.

The Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorney's fees and costs awarded against or otherwise incurred by SONIC in connection with or arising from any such claim, suit, action or proceeding.

44. 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 registered mail, by courier or express delivery service, by email or by facsimile during business hours) to the address or facsimile number set forth beneath the name of such party below, unless such Party has given a notice of a change of address or individual representation in writing:

Without limiting any other means by which a Party may be able to prove that a notice or other communication has been received by another Party, a notice or other communication shall be deemed to be duly received:

- 44.1. if sent by hand when left at the address of the recipient;
- 44.2. if sent by pre-paid post, at the time of receipt if sent by courier or hand-delivered
- 44.3. if sent by facsimile, upon receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number; or
- 44.4. if sent by email, on the date and time at which it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).

PROVIDED THAT if a notice or other communication is served by hand on a day which is not a business day, or after 3:00 pm on any business day, such notice or communication shall be deemed to be duly received by the recipient at 7:00 a.m. on the first Business Day thereafter.

All notices and other communications shall be sent to the intended recipient at the relevant address set out below or to such other address as a Party may for the purposes of this Section from time to time notify to the other in writing: notices to SONIC are to be delivered to:

SONIC

P.O.Box 77, BN 03010
Mogadishu, Federal Republic of Somalia

Email: registrars@sonic.so

Notices to the Registrar are to be delivered to the address as set out in Schedule 1.

Executed as an Agreement

Executed for and on behalf of SONIC by:

Signature :

Name :

Title :

Date :

Executed for and on behalf of by:

Signature :

Name :

Title :

Date :

Who hereby certifies that he has the authority to execute this Agreement on behalf of

Schedule 1 – Registrar Details

Commencement Date :
Registrar Name :
Contact Name :
Business Number :
Street Name and Number :
City :
Country :
Attention :
Telephone :
Fax :
Email :

Schedule 2 – Fees

Registrar Application and Accreditation Fees

Registrar Application and Accreditation Fees*^	
Registrar Application Fee	FREE
Accreditation Fee	FREE
Annual Accreditation Fee	150\$
Minimum Deposit Balance	500 \$
Performance Targets	Meet the Performance Targets set by SONIC.

Fees for Domain Name Creation and Renewal					
Zone	1 Year	2 Year	3 Year	4 Year	5 Year
.SO	10	20	30	40	50
COM.SO	10	20	30	40	50
NET.SO	10	20	30	40	50
ORG.SO	10	20	30	40	50
Me.so	10	20	30	40	50

*SONIC reserves the right to alter the Fees at any time; any Taxes shall be borne by the Registrar.

^All Fees shown are in US Dollar \$

Schedule 3 – Authorised Zones

The Registrar named in Schedule 1 of this Agreement is authorised by SONIC to act as a Registrar in the following Zone(s):

Zone	Authorised (indicate/tick those which apply)
.SO	<input checked="" type="checkbox"/>
com.so	<input checked="" type="checkbox"/>
net.so	<input checked="" type="checkbox"/>
org.so	<input checked="" type="checkbox"/>
Me.so	<input checked="" type="checkbox"/>

Schedule 4 – Service Level Agreement

DNS Service Level Targets

DNS Service Availability	100% per calendar month
Name Service Availability	At least 99% per calendar month
Name Server Availability	At least 98.9% per calendar month
Processing Time	Maintain an average response time of 100 milliseconds

EPP Service Level Targets

Service Availability	At least 99.9% per calendar month
Query Commands	At least 95% processed within 0.5 seconds
Transform Commands	At least 95% processed within 1 second

DNS Database Synchronization Service Level Targets

Update Delay	The DNS update service must ensure that 95% of updates are reflected in the authoritative DNS within 5 minutes
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WHOIS Service Level Targets

Service Availability	At least 99.9% per calendar month
Processing Time	At least 95% of transactions processed within 1 second
Update Delay	At least 95% of updates to the Registry database are reflected in the WHOIS Service within 5 minutes

WHOIS Check Service Level Targets

Service Availability	At least 95% per calendar month
Processing Time	At least 95% of transactions processed within 1 second
Update Delay	At least 95% of updates to the Registry database are reflected in the WHOIS Check Service within 5 minutes

HTTP Web Interface Service Level Targets

Service Availability	At least 98% per calendar month
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