

RRA (ver. 20210430)

RRA #: _____ (the "RRA Agreement Number")

PREAMBLE:

This **REGISTRY-REGISTRAR AGREEMENT** (the "Agreement" or "RRA") is made
on this commencement date _____ (the "Commencement Date")
for a **one year** term (the "Term")
expiring on _____ (the "Expiration Date")

by and between:

The _____ (the "Registrar")
represented by _____ (the "Registrar_Representative")
in his/her capacity as _____
with its registered address at _____
_____ (the "Registrar_Address")
phone number: _____ (the "Registrar_Phone")
email: _____ (the "Registrar_Email")

and

The **LBDR LLC** (the "Registry" or "LBDR")
represented by **Nabil Bou-Khaled** (the "Registry_Representative")
in his capacity as **Director**
with its registered address at **LBDR LLC, 1619 Coastal Highway, Lewes, DE 19958, USA** (the
"Registry_Correspondence_Address")
phone number: **+9613779116** (the "Registry_Phone")
email: **nabil@lbd.org.lb** (the "Registry_Email")

The Registrar is authorized by the LBDR to act as an accredited registrar in the following zones:
_____ (the "Authorized Zones")

Each of which is a "Party", and together shall be the "Parties".

WITNESSETH:

WHEREAS, Nabil Bou-Khaled is the “.LB” ccTLD Administrative Contact since 1993 and herein the de jure IANA .lb ccTLD Administrator ;

WHEREAS, Nabil Bou-Khaled sponsors and manages the LB Domain Registry (LBDR);

WHEREAS, the Lebanese Government represented by OMSAR, and based on a presidential authorization (ref. D/2098-A/742 dated 30/09/2020), asked officially from Nabil Bou-Khaled, the “.LB” ccTLD Administrator, to safeguard the operation of the gov.lb zone, and using the same similar to all other .lb ccTLD zones and secure the safe transfer of the LBDR infrastructure from AUB to a cloud hosted Software-as-a-Service (SaaS) registry/registrar EPP compliant solution and to an Infrastructure-as-a-Service DNS Anycast solution;

WHEREAS, the LBDR LLC is a limited liability company registered in the State of Delaware, Certificate of Formation number 560587 dated March 22, 2021 with designated office at LBDR LLC, 16192 Coastal Highway, Lewes, DE, USA.

WHEREAS, the LBDR LLC provides domain name registry services for the LBDR;

WHEREAS, the Registrar wishes to be accredited by the LBDR LLC as a registrar;

WHEREAS, the Registrar wishes to connect to the Registry System (hereinafter defined); and

WHEREAS, the Registrar acknowledges that the accreditation is non-exclusive and multiple registrars will be able to connect to the Registry System.

NOW THEREFORE, the parties have agreed to the following:

The Preamble, Appendixes and the LBDR Registrar Accreditation Requirements and Procedures (ARP) form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement shall include the Preamble, Appendixes and the LBDR Registrar Accreditation Requirements and Procedures (ARP).

1. Definitions and Interpretation

The following words and expressions shall have the following meanings, unless the context requires otherwise:

Accreditation (including “**Accreditation Requirements**” and “**Accredited**”): means the process of recognizing the individuals and/or entities meeting the accreditation requirements, being the minimum standards, technical and financial requirements, rules and procedures set by the LBDR for the performance of Registrar Services under the .lb ccTLD and the entering into a Registry-Registrar Agreement with such individuals or entities. Please refer to the LBDR Registrar Accreditation Requirements and Procedures (ARP).

APIs: means the EPP Application Programming Interfaces by which the Registrar may interact with the Registry System.

Applicable Law: means the laws of the State of Delaware, USA.

Authorized Zones (or “Zones”): means the zones set out in the preamble, Authorized Zones, for which the Registrar is authorized to provide Registrar Services.

Business Day: means Monday to Friday except for days which are public holidays in the USA.

Calendar Day: means any day of the week, including weekends.

Claims: means any and all costs, expenses (including without limitation reasonable attorneys' fees, expenses, and court costs), liabilities, damages, claims, suits, actions and causes of actions whatsoever.

Confidential Information: means all information that is or has been furnished to any Receiving Party by or on behalf of the Disclosing Party; including any operational information, products, financial information, customer information, or other data.

Customer (including "Client"): means the customer of a Registrar who applied via the Registrar for the registration of a domain name in the Registry System.

Cybersquatting or Abusive Registration: The registration of a domain name shall be considered to be abusive when all of the following conditions are met (adopted from WIPO):

- (i) the domain name is identical or misleadingly similar to a trade or service mark in which the complainant has rights; and
- (ii) the holder of the domain name has no rights or legitimate interests in respect of the domain name; and
- (iii) the domain name has been registered and is used in bad faith. The following, in particular, shall be evidence of the registration and use of a domain name in bad faith:
 - (a) an offer to sell, rent or otherwise transfer the domain name to the owner of the trade or service mark, or to a competitor of the owner of the trade or service mark, for valuable consideration in excess of the documented out-of-pocket costs directly related to the domain name; or
 - (b) an attempt to attract, for commercial gain, Internet users to the domain name holder's website or other on-line location, by creating confusion with the trade or service mark of the complainant; or
 - (c) the registration of the domain name to prevent the owner of the trade or service mark from reflecting the mark in a corresponding domain name, provided that a pattern of such conduct has been established on the part of the domain name holder; or
 - (d) the registration of the domain name for the purpose of disrupting the business of a competitor; or
 - (e) the registered domain name has not been used for more than twelve (12) consecutive months, or is not connected to a website, or is connected to a website that resolves to an "under construction", "work in progress", or similar pages; or
 - (f) the registered domain name is parked, and the registrant forwarded the domain to parking nameservers pointing to a web page with banner and/or text ads, and/or sign that the respective domain name is for sale; or
 - (g) the registrant has no rights or legitimate interests in a domain name based on the generic or dictionary meaning of a word or phrase contained therein, if the domain name is not genuinely used or at least demonstrably intended for such use in connection with the relied-upon meaning; or
 - (h) the registrant has registered other domain names containing dictionary words or phrases, and whether the domain names are used in connection with purposes relating to their generic or descriptive meaning or the registrant is hoarding and flipping domains.

DNS: means the Domain Name System as defined in RFCs 799, 1034, 1035 and other related RFCs.

Domain Allocation Period: means the period the domain name was allocated for the use of the Customer who made the purchase and consequently became the Domain Name Registrant. This period can last anywhere from one year to ten years, depending on what option the Registrant selected during the purchasing process. The registrant never ‘owns’ the domain, it is just registered to that user for the Domain Allocation Period.

Domain Name (including “Registered Domain Name” and “Registered Name”): means a domain name registered within the LBDR Registry System.

EPP: means the Extensible Provisioning Protocol as defined in RFCs 5730 to 5735 and other related RFCs.

Fees: means the fees to be paid by the Registrar to the LBDR pursuant to the terms of this Agreement and/or LBDR Policies.

Illegal Activity: means conduct involving use of a Registered Domain Name sponsored by Registrar that is prohibited by Applicable Law and/or exploitation of Registry’s DNS, WHOIS or registration services in furtherance of conduct involving the access or use of Registered Domain Names or Registry database that is prohibited by Applicable Law.

Intellectual Property: means all patents, copyright, trademarks, service marks, registered designs (and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues for any of the foregoing), unregistered design rights, trade and business names and other similar protected rights or intangible assets recognized by laws or international conventions in any country or jurisdictions in the world whether now known or which may exist in the future.

.lb ccTLD (including “TLD”): means the .lb top-level domain(s) of the DNS.

LBDR LLC (including “Registry” or “LBDR”): means the function of the LBDR LLC dedicated to the management of the .lb ccTLD.

LBDR Policies (including “Domain Name Registration Policy and Procedures”): means the domain name registration policies issued by the LBDR, as amended from time to time. Such policies include the policies and regulations issued by the LBDR in relation to the administration, operation, and management of the Registry System, DNS and WHOIS, including without limitation the domain policies that are posted on the LBDR website. The LBDR LLC current Policies and procedures are published for public access on the LBDR website and can be viewed and downloaded from under the following link: <https://www.lbdr.org.lb/policies>.

LBDR Registry System (including “Registry System”): means the multiple registrar systems operated by the LBDR to manage and store Registered Names in the registry TLD.

Person (including “Contact Person”): means any individual, corporate body, or governmental authority.

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

Registrant: means the holder of a Registered Name. The registrant never ‘owns’ the domain, it is just registered to that user for the duration of the Domain Allocation Period.

Registrant Agreement (including “LBDR Domain Name Registration Agreement”): means the registration agreement to be entered into between Customer of a Registrar or Registrant (as applicable) and the Accredited Registrar bound by the Registry-Registrar agreement, for the registration of a domain name under a “.LB” ccTLD zone.

Registrar Services: means the services to be provided by the Registrar in accordance with the terms of this Agreement, including without limitation: (i) contracting with a Registrant or Customer, collecting registration data about the Customer and/or Registrant, submitting registration information for entry in the Registry System database; (ii) all relevant services relating to Domain Names: registration, cancellation, deletion, renewal, update and transfer; and (iii) any other services otherwise required by the LBDR Policies, as amended from time to time.

Registry-Registrar Agreement (including “LBDR-RRA” and “RRA”): means the Registry-Registrar agreement and complementary documents, as amended from time to time, being the accreditation requirement, accreditation process, rules, code of practice, and guides issued by the LBDR for regulating registrar(s) conduct and contractual responsibilities and obligations. The **Registrar Accreditation Requirements and Procedures (ARP)** is a complementary document to the LBDR-RRA.

Restricted Amendment: means an amendment of the LBDR Policies which does not materially impact the costs of providing Registrar Services and/or the scope of the Registrar’ Services under this Agreement. Restricted Amendments may include, without limitation, amendments relating to:

- (a) principles for allocation of Domain Names in the .lb ccTLD (e.g., first-come/first-served, timely renewal, holding period after expiration);
- (b) prohibitions on warehousing, auctioning, reselling of or speculation in Domain Names by registrars;
- (c) reservation of Domain Names in the .lb ccTLD that may not be registered initially or that may not be renewed due to reasons related to (i) avoidance of confusion among or misleading of users, (ii) Intellectual property, or (iii) the technical management of the DNS;
- (d) maintenance of and access to accurate and up-to-date information concerning Registered Domain Names and name servers;
- (e) procedures to avoid disruptions of Domain Name registrations due to suspension or termination of operations by the LBDR or a registrar, including procedures for allocation of responsibility among continuing registrars of the Domain Names sponsored in the .lb ccTLD by a registrar losing Accreditation; and/or
- (f) the transfer of registration data upon a change in registrar sponsoring one or more Domain Names.

Registry Portal (including “GUI Registrar Interface”): means the Web Interface by which the Registrar may interact directly with the Registry System.

Sponsored Domain: A Registered Domain Name is “sponsored” by the registrar that placed the record associated with that registration into the Registry System. Sponsorship of a registration may be changed at the express direction of the Registrant or, in the event a registrar loses Accreditation, in accordance with then-current LBDR Policies. “Sponsorship” and “Sponsoring” shall be construed accordingly.

Supported Protocol: means the Registrar’s implementation of EPP, or any successor protocols, supported by the Registry System

WHOIS SERVICE: means a query-response protocol that is used for querying Domain Name database(s) that store the Registered Names’ information as defined in RFC 3912 and other RFCs.

2. Registrar Accreditation

2.1 Requirements

2.1.1 The Registrar represents and warrants that it meets the Accreditation Requirements prior to entering into this Agreement and will meet them for the Term. The Registrar shall be able to complete and pass

to the satisfaction of the LBDR, at any time requested, the tests comprising the Registrar Accreditation Procedures.

- 2.1.2 The Registrar acknowledges access to the LBDR's Registry System may be withdrawn at any time if it fails to meet the Accreditation Requirements.
- 2.1.3 The Registrar shall notify the LBDR if it ceases or believes that it has ceased to meet the Accreditation Requirements.

2.2 Suspension or Loss of Accreditation

- 2.2.1 Accreditation may be suspended by the LBDR upon the occurrence of any of the circumstances set forth in Paragraph 20.4.
- 2.2.2 Any suspension is effective upon fifteen (15) Calendar Days written notice to Registrar for a period up to twelve (12) months. Suspension of a Registrar does not preclude the LBDR's ability to issue a notice of termination in accordance with the notice requirements of Paragraph 27.
- 2.2.3 During the suspension period, the Registrar shall stop offering Registrar Services. Upon suspension, the Registrar shall notify its users, Registrants and Customers, by posting a prominent notice on its web site, that it is unable to create or sponsor new .lb ccTLD domain name registrations or initiate inbound transfers of Registered Names. Registrar's notice shall include a link to the notice of suspension from the LBDR.
- 2.2.4 During the suspension, the LBDR may elect, in its sole discretion, to provide the relevant Registrar Services to the Registrants who contracted with the suspended Registrar for the provision of the same. For the avoidance of doubt, the Registrar shall hold the LBDR harmless from any claims, losses or damages which may arise as a result of the suspension of its Accreditation pursuant to this Paragraph 2.2; regardless of the LBDR's decision to provide Registrar Services to Registrar's Customers and/or Registrants or not.
- 2.2.5 The LBDR reserves the right to terminate this Agreement at any time during the suspension period subject to and in accordance with the provisions of Paragraph 20.

3. Obligations of the LBDR

3.1 General

The LBDR shall:

- act in accordance with the LBDR Policies, as amended from time to time;
- act fairly and transparently with all interested parties;
- ensure that all policies and regulations are reviewed and aligned with best practice.

3.2 Access to the Registry System

- 3.2.1 Except as otherwise provided under this Agreement, the LBDR shall, for the Term, provide the Registrar with access to the Registry System on a nonexclusive basis.
- 3.2.2 The LBDR may suspend the Registrar's access to the Registry System in the event of technical and/or security reasons impending or potentially threatening the integrity of the Registry System; in which case it shall notify the Registrar as early as possible following the occurrence of such event. The LBDR shall provide periodical updates to the Registrar in the event where the suspension should last more than ten (10) Calendar Days and notify the Registrar once access has been restored.

3.3 Registry Toolkit

- 3.3.1 The Domain Name Registry System offers a standard EPP version 1.0 compliant TLS based registration service.
- 3.3.2 The LBDR does not provide any EPP toolkit, Registrars are free to use standard EPP toolkits or develop their own custom interfaces to the Registry System using the EPP protocol directly.

3.4 Enhancements or Modifications to the Registry System

- 3.4.1 The LBDR will provide the Registrar with at least three (3) Calendar Days' notice for minor enhancements/modifications that will modify, revise, or augment the features of the Registry System prior to the implementation of any of these changes,
- 3.4.2 The LBDR will provide the Registrar with at least thirty (30) Calendar Days' notice for substantial modifications that will modify, revise, or augment the features of the Registry System prior to the implementation of any of these changes.
- 3.4.3 The LBDR will make the portions of the Registry System that are affected by these modifications available to Registrar in the form of an operational testing environment for the purpose of testing a minimum of one (1) week before being implemented.

3.5 Technical and Administrative Support

The LBDR will provide technical and administrative support, via email, to the Registrar during the Term.

3.6 Maintenance of Registrations

The LBDR will maintain the Registered Names Sponsored by the Registrar in the Registry System as long as they meet the requirements set out in this Agreement.

3.7 Service Level Agreement (SLA)

The LBDR will use its best endeavors to meet the following service levels:

- DNS Service Availability: At least 99.9% per calendar month.
- DNS Zone Update Delay: Updates are reflected in the authoritative DNS within 1 hour.
- Registry System GUI Service Availability: At least 95% per calendar month.
- Registry System EPP Service Availability: At least 95% per calendar month.
- WHOIS Service Availability: At least 95% per calendar month.

4. Obligations of the Registrar

4.1 Registrar Services

- 4.1.1 During the Term, the Registrar agrees that it will operate as an LBDR Accredited Registrar for one or more Registrants of domain names under the .lb ccTLD zones and provide such Registrants with the Registrar Services in accordance with the terms of this Agreement, Applicable Laws and LBDR Policies and Procedures.
- 4.1.2 The Registrar shall carry out the LBDR Registry Services vis-à-vis the Registrants and/or Customers in a fair and reasonable manner including without limitation in its implementation of pricing tariffs and policies.

4.2 Registrant Agreement

- 4.2.1 At all times, Registrar shall have in effect an electronic or paper "LBDR Domain Name Request and Agreement" (LBDR-A) form, with the Registrant, which may be amended from time to time by the LBDR.
- 4.2.2 Registrar shall provide a copy of LBDR-A upon request by the LBDR.
- 4.2.3 Registrar shall explain to the Registrant the LBDR registration policies and procedures and shall require such Registrant to:
- (a) acknowledge and agree that the LBDR reserves the right to deny, cancel or transfer any registration or transaction, or place any Registered Name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion:
- (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet,

- (2) to correct mistakes made by the LBDR or any registrar in connection with a Registered Name's registration, or
 - (3) for the non-payment of fees to the LBDR; and
 - (b) indemnify, defend, and hold harmless the LBDR, its directors, officers, employees, agents, affiliates, and subcontractors from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registrant's domain name registration and use; and
 - (c) acknowledge that the indemnification obligation of paragraph 4.2.3 (b) shall survive the termination or expiration of the Registrant Agreement.
- 4.2.5 The Registrar shall, at the request of the LBDR, inform Registrants, of any changes to the LBDR Policies, procedures and/or the "LBDR Domain Name Request and Agreement" (LBDR-A) form.

4.3 Responsibility for Customer Support

4.3.1 The Registrar shall provide:

- (a) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of .lb ccTLD registered domain names;
 - (b) customer service (including Domain Name record support) and billing and technical support to the Registrants; and
 - (c) Registrant's emergency contact or 24/7 support information for critical situations such as Domain Name hijacking.
- 4.3.2 The Registrar shall have an appropriate complaint handling policy and procedure in place to adequately address any concerns raised by Registrants and the general public and must make the details of such policy and procedure easily accessible including by publishing it on the Registrar's website.

4.4 Security

- 4.4.1 The Registrar shall develop and employ all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between the Registrar's system and the LBDR Registry System shall be protected to avoid unintended disclosure of information.
- 4.4.2 The Registrar shall notify the LBDR immediately of any security breaches of its systems.

4.5 Data Submission Requirements

- 4.5.1 The Registrar shall ensure that in accessing or using the LBDR Registry System, it submits complete data as required by any LBDR Policy or technical specifications of the LBDR Registry System.
- 4.5.2 The Registrar shall be responsible for verifying the accuracy of the data submitted to the LBDR.
- 4.5.3 The Registrar hereby grants the LBDR a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the relevant Zone files and as otherwise required in the LBDR's operation of the Registry System.

4.6 Licenses, Permits and Approvals

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

4.7 Compliance with the LBDR Accreditation Requirements

The Registrar shall fully comply with the LBDR Accreditation Requirements set out under section 3 of the LBDR Registrar Accreditation Requirements and Procedures (ARP).

4.8 Regulatory Compliance

- 4.8.1 The Registrar shall comply with domain names registration and management applicable rules and regulations including without limitation the laws of the State of Delaware, USA, and the laws of Republic of Lebanon.
- 4.8.2 The Registrar must comply with Restricted Amendments to the LBDR Policies as soon as practicable but in any event no later than thirty (30) Calendar Days after their publication on the LBDR website (<https://www.lbdr.org.lb>).
- 4.8.3 Notification of relevant changes to the LBDR Policies shall be published on the LBDR website (<https://www.lbdr.org.lb>).
- 4.8.4 Except in relation to Restricted Amendments, in the event of any inconsistency or conflict between the terms of this Agreement and the provisions of any LBDR Policy, the provisions of this Agreement shall prevail to the extent of the inconsistency or conflict.

4.9 Registrar Training

- 4.9.1 Registrar's primary contact should successfully complete the LBDR training and accreditation tests during the Accreditation process.
- 4.9.2 Additional training materials may be provided by the LBDR, as it becomes available.
- 4.9.3 Registrar shall ensure that its employees are adequately trained at all times throughout the Term of this Agreement to carry out Registrar's obligations under this Agreement and interact with the LBDR Registry System. Any change, transfer, replacement of Registrar employees will be carried out by the Registrar with full and timely transfer of relevant know-how, at Registrar's sole expense.

4.10 Registrar Self-Assessment and Audits

- 4.10.1 The registrar shall complete and deliver to the LBDR a Registrar self-assessment certificate.

The Registrar shall complete, a "Registrar Self-Assessment Certificate" and deliver to the LBDR within thirty (30) Calendar Days following the end of each calendar year. The LBDR will provide the template of the registrar self-assessment certificate to be executed by the president, chief executive officer, chief financial officer, or chief operating officer (or their equivalents) of Registrar certifying compliance with the terms and conditions of this Agreement.

- 4.10.2 The LBDR may from time to time (not to exceed twice per calendar year) conduct or engage a third party to conduct on its behalf, contractual compliance audits to assess compliance by Registrar with the terms and conditions of this Agreement and the LBDR domain name registration policies and procedures. Any audits pursuant to this Paragraph 4.10.2 shall be tailored to achieve the purpose of assessing compliance, and the LBDR will:
 - (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by the LBDR, and
 - (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registrar.

As part of such audit and upon request by the LBDR, Registrar shall timely provide all relevant documents, data, and any other information necessary to demonstrate Registrar's compliance with this Agreement and the LBDR domain name registration policies and procedures. Upon no less than ten (10) Calendar Days' notice (unless otherwise agreed to by the LBDR and Registrar), the LBDR may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registrar with the terms and conditions of this Agreement and the LBDR domain name registration policies and procedures. The LBDR shall not disclose Registrar Confidential Information gathered through such audits except as required by Applicable Law, legal proceedings, or as expressly permitted by any LBDR Policy.

4.11 Registrar Contact, Business Organization and Officer Information

- 4.11.1 The Registrar shall provide the LBDR and maintain accurate and current information as specified in the LBDR Accreditation Requirements and Procedures.
- 4.11.2 The Registrar shall publish on each website through which Registrar provides or offers Registrar Services the information specified in the LBDR Accreditation Requirements and Procedures. Registrar shall notify the LBDR within five (5) Calendar Days of any changes to such information and update Registrar's website(s) within twenty (20) Calendar Days of any such changes.

4.12 Registrar's Abuse Contact and Duty to Investigate Reports of Abuse

- 4.12.1 Registrar shall establish and maintain a dedicated abuse point of contact, empowered by Registrar to receive reports of abuse involving Registered Names sponsored by Registrar, including reports of Illegal Activity, and to take necessary and appropriate actions in response to abuse reports.
- 4.12.2 The Registrar shall publish on the home page of Registrar's website a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of Illegal Activity by law enforcement, consumer protection, governmental or other similar authorities. an email address to receive such reports.
- 4.12.3 Well-founded reports of Illegal Activity submitted to the Registrar's abuse contact must be reviewed within 24 hours. Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse. In responding to any such reports, Registrar will not be required to take any action in contravention of applicable laws.
- 4.12.3 Registrar shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. Registrar shall document its receipt of and response to all such reports. Registrar shall maintain the records related to such reports for the shorter of two (2) years or the longest period mandated by Applicable Law, and during such period, shall provide such records to the LBDR upon reasonable notice.

4.13 Time

In the event of any dispute concerning the time of a transaction in the LBDR Registry System, the time shown in the Registry System's records shall prevail. The LBDR Registry System stores transactions time in UTC.

4.14 Marketing strategy

- 4.14.1 The Registrar will support the LBDR's objective to promote the .lb domain names, facilitate the registration process. As such, Accredited Registrars are required, as part of their obligations towards Registrants and the LBDR to provide their full support to the LBDR's initiatives including without limitation support for LBDR awareness and advertising campaigns.
- 4.14.2 The Registrar shall promote the Authorized Zones in accordance with such marketing efforts and strategy. In particular, the Registrar shall devote adequate resources and personnel to the marketing of the Authorized Zones.

4.15 Resolution of Technical Problems

The Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the relevant systems and protocol(s) used by the Registrar to access the Registry System and carry out the Registrar Services.

4.16 Registered Domain Names Data

For each .lb Registered Domain Name Sponsored by Registrar, Registrar shall collect and securely maintain, in its own document archive or electronic database, as updated from time to time, all required information as per LBDR Domain Name Registration Policy and Procedure.

4.17 Other Obligations

In addition to the obligations set out in this Paragraph 4, the Registrar shall:

- 4.17.1 provide notice to the LBDR within two (2) Business Days if it becomes aware of a breach of a Domain Name Registration policy, or this Agreement, or any relevant LBDR Policy by a Registrant, or if it believes, or has cause to believe that a Registrant is no longer eligible to hold a Registered Domain Name ;
- 4.17.2 provide the LBDR with information regarding circumstances that may impact the Registrar's ability to perform Registrar Services.

4.18 Prohibited Actions

The Registrar shall not:

- 4.18.1 engage in any direct or indirect activity which is designed to bring, or may have the effect of bringing, the LBDR or the Registry System into disrepute or which interferes with the LBDR's operations;
- 4.18.2 accept application(s) for a domain name, nor submit to or place in the Registry System, any Customer/Registrant data which relates to a domain name which does not comply with LBDR Policies;
- 4.18.3 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 carried out in bad faith;
- 4.18.4 use any personal information held in relation to a customer and/or Registrant or other contact person other than in accordance with the provisions of the LBDR Policies, this Agreement, and all Applicable Laws and regulations;
- 4.18.5 engage in or authorize any activity which may directly or indirectly interfere with LBDR's operations or expose LBDR 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 LBDR.
- 4.18.6 use the relevant data collected during the Term, to enable high-volume, automated, electronic processes that send queries or data to the Registry System or impact the registration status of existing Registered Names.

5. Claims Management

The Registrar shall promptly investigate all complaints and give written notice to the LBDR within one (1) working day of any incident or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation, or application in relation to any Registered Domain Name (or any judicial requests or orders to produce documents or information obtained from, or supplied to, the Registry and/or Registry System) that become known to the Registrar.

6. Insurance

The Registrar shall maintain sufficient insurances for its business through a reputable insurance company so as to be able to meet any claim against it, arising out of the subject matter of this Agreement, by either the LBDR (including under any indemnity given by the Registrar to the LBDR), any Registrant or any third party.

7. Application for a Registered Name

The Registrar:

- must consider if each application for a Registered Name meets the relevant LBDR Policy and/or technical specifications;
- must use reasonable endeavors to verify the information provided by the Customer/Registrant;
- must approve and process any application for a Registered Domain Name if the Registrar is satisfied that the application conforms to the relevant LBDR Policies;
- must reject an application for a Registered Domain Name if it is not satisfied that the application conforms to the relevant LBDR Policies;

- must ensure that the Registrant is bound by the LBDR Registration Domain Name Request and Agreement (LBDR-A) for that Registered Domain Name, and must submit to the Registry System all the relevant data relating to that Registrant Agreement as provided for in the relevant LBDR Policies;
- acknowledges that the LBDR performs final integrity checks and the application for the requested Registered Domain Name may still be rejected, even though the Registrar has approved it;
- must for all rejected applications, notify the Customer and/or Registrant as to the reasons why the relevant application was rejected; and
- ensure that Domain Name eligibility requirements remain satisfied throughout the duration of the relevant Registered Domain Name.

8. Customer/ Registrant Information

8.1 Personal Data pertaining to Customers/Registrants belongs to the customers/Registrants and shall not be collected, used, or disclosed by the Registrar (and the LBDR) except for the reasonable purposes of fulfilling their obligations under this Agreement, Applicable Laws and the Policies issued by the LBDR, and as a Customer/Registrants may consent in its Domain Name Registration Agreement with the Registrar, or in agreement with the LBDR, as the case may be.

8.2 The Registrar must:

- promptly submit Registrant's information to the Registry System;
- ensure the accuracy of information provided to the LBDR;
- submit any changes to Registrant's Information to the Registry System within five (5) Business Days of receiving it from the Registrant.

9. Transfers between Registrars

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

10. Non-solicitation

Registrar must not use the data from the Registry System to contact or solicit business from a Registrant unless:

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

11. Resellers

Registrar is not authorized to appoint LBDR Resellers.

12. Requests for Information

The LBDR, at any time during the term of this Agreement, may request any information or records relating to any Registrant and/or Registered Domain Names. The Registrar agrees to provide such information or records within the timeframe specified by the LBDR at the time of the request. The Registrar agrees and acknowledges that the LBDR shall be entitled to inspect and make copies of any such records to ensure compliance by Registrar with the provisions of this Agreement. The Registrar shall co-operate with LBDR in regard to such request.

13. Fees

13.1 The Registrar agrees to pay the Fees as set out in the "LBDR Schedule of Fees for Registrars" published under <https://www.lbdr.org.lb/schedule-of-fees>.

- 13.2 Fees shall be paid by Registrar in a timely manner for so long as all material terms of this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and the LBDR.
- 13.3 The LBDR may revise the Fees from time to time at its discretion. The LBDR endeavors to provide the Registrar with reasonable prior notice of the introduction of revised Fees.
- 13.4 In the event of termination of this Agreement by the LBDR for convenience, the Registrar may be entitled to a refund of certain Fees in accordance with and subject to the terms of Paragraph 20.3.

14. Assignment and Change of Control

- 14.1 Except as otherwise provided in this Agreement, the Registrar shall not transfer, assign, charge, rent out, lend and/or howsoever dispose of, directly and/or indirectly, its rights and/or obligations pursuant to this Agreement, without the LBDR's prior written consent (such consent not to be unreasonably withheld) and without the assignee having been first Accredited by the LBDR to serve as a registrar.
- 14.2 The Registrar must notify the LBDR in the event of a proposed change of Control of the Registrar. The Registrar agrees to provide any relevant information requested by the LBDR for purposes of the LBDR deciding whether such change of Control warrants the termination of this Agreement in accordance with Paragraph 20.
- 14.3 The transfer and/or assignment of any right or obligation by one of the Parties to a third party shall not relieve the Registrar from liability pursuant to this Agreement for its acts or omissions prior to the effective transfer and/or assignment date.
- 14.4 The LBDR 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.

15. Suspension of Registrar Services

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

16. Representations and Warranties

- 16.1 The Registrar represents and warrants that:
 - it has the legal capacity to enter into this Agreement and be bound in all respects by its terms;
 - information provided to the LBDR by or on behalf of the Registrar about the Registrar is true and correct;
 - it shall not do anything that might reasonably constitute a material risk to the stability of the Registry System;
 - it is not involved in any arbitration or litigation proceedings that may impact its business and/or the reputation of the LBDR;
 - it is in good financial standing and is able to perform the obligations and responsibilities incumbent on it in this Agreement; and
 - 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 LBDR in writing of any change of circumstances which may result in Registrar being unable to meet the above-mentioned warranties.
- 16.2 The LBDR does not make any representation or warranty in respect of the systems accessed by the Registrar or Registrants including without limitation to those systems provided by third party software, hardware, internet and/or telecommunications service providers.

17. Confidential Information

- 17.1 During the Term, each Party (the “Disclosing Party”) may disclose its Confidential Information to the other Party (the “Receiving Party”).
- 17.2 For the Term of this Agreement and for a period of five (5) years following its termination, each Party shall hold in the strictest confidence and not disclose any Confidential Information to any Person without the prior authorization of the Disclosing Party. 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 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.
- 17.3 The Receiving Party agrees that it will solely use any Confidential Information of the Disclosing Party for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever.
- 17.4 The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- 17.5 The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
- 17.6 Notwithstanding the foregoing, this Paragraph 17 imposes no obligation upon the Parties with respect to information that:
 - is or has entered the public domain through no fault of the Receiving Party;
 - is known by the Receiving Party prior to the time of disclosure;
 - is independently developed by the Receiving Party without use of the Confidential Information; and
 - 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.

18. Intellectual Property

- 18.1 Subject to the licenses granted hereunder, each Party will continue to independently own its Intellectual Property.
- 18.2 Without limiting the generality of the foregoing, no commercial use rights 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.
- 18.3 The Registrar acknowledges that information pertaining to a Domain Name registration is not proprietary information and that it belongs to neither the Registrar, nor the LBDR, and is held by the LBDR for the benefit of the public.
- 18.4 The Registrar shall not alter, copy, modify or otherwise change the licensed materials or any other information or materials that the LBDR permits the Registrar to use or access.
- 18.5 Registrar grants the LBDR a non-exclusive, non-transferable and revocable license to utilize Registrar’s company name, logo(s) and trademarks for the purpose of advertising, marketing, promoting and publicizing Registrar Services provided by the Registrar through the LBDR. In particular, Registrar acknowledges that its company name, logo, and a link to its website will be posted on the existing LBDR websites, Mobile Apps or other LBDR official websites, applications and publications in existence at the time of execution of this Agreement or in the future.

19. Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the state of Delaware. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Delaware Court of Chancery.

20. Term and Termination

- 20.1 This Agreement shall be valid for the Term, starting from the Commencement Date, unless earlier terminated as described thereafter.
- 20.2 Renewal - Subject to the provisions of Paragraphs 20.3. to 20.5. and Paragraph 22, this Agreement shall automatically renew for successive Terms upon the Expiration Date and the expiration of each successive Term thereafter in accordance with the provisions of this Agreement, unless:
- 20.2.1 At the time of such renewal, Registrar no longer meets the Accreditation Requirements then in effect;
- 20.2.2 Registrar is not in compliance with its obligations under this Agreement and/or the LBDR Policies at the time of the Expiration Date or any of the successive Terms thereafter; including without limitation payment of any applicable Fees; or
- 20.2.3 This Agreement has been terminated prior to the Expiration Date or any successive expiration date of any successive Term thereafter.
- 20.3 Termination for convenience
- 20.3.1 Either Party may terminate this Agreement by providing ninety (90) Calendar Days' notice to the other Party.
- 20.3.2 In the event where the LBDR should terminate this Agreement for convenience, the Registrar shall be entitled to a refund of any pre-paid outstanding deposits following the date of termination. The refund shall be processed within thirty (30) Calendar days from the date of termination.
- 20.3.3 For the avoidance of doubt, the Registrar Application Fee and the Accreditation Fee, if applicable, are non-refundable.
- 20.4 Termination for cause - The LBDR may, without prejudice to any rights or remedies at law, terminate this Agreement immediately without further notice or liability towards the Registrar where the Registrar:
- fails to continue to meet the Accreditation Requirements;
 - fails to settle outstanding Fees' payments within thirty (30) Calendar Days of being required to do so in writing by the LBDR;
 - is judged insolvent or bankrupt, or if proceedings are instituted against it under any laws relating to insolvency;
 - acts in any way which impacts or is likely to impact the reputation, public image and/or integrity of the LBDR;
 - is in breach of any other provision of this Agreement, including without limitation any of the LBDR Policies, as determined by the LBDR, which is not capable of being rectified within thirty (30) Calendar Days of prior written notice to do so.
- 20.5 Right to substitute an Updated Agreement - In the event that, during the Term of this Agreement, the LBDR adopts a revised LBDR Registry-Registrar agreement (the "Updated LBDR RRA"), Registrar may elect, by giving the LBDR written notice, to enter into the Updated LBDR RRA. In the event of such election, Registrar and the LBDR shall, as soon as practicable, enter into the Updated RRA for the term specified in the Updated LBDR RRA, and this Agreement will be deemed terminated.
- 20.6 Effect of Termination - Upon the expiry or termination of this Agreement for any cause:
- 20.6.1 the LBDR may complete the registration of all Domain Names processed by the Registrar prior to the effective date of such expiration or termination, as it deems appropriate and provided that Registrar's payments of Fees are current and timely;
- 20.6.2 the Registrar shall immediately transfer its Sponsorship of the Registered Names to another accredited registrar to be designated by the LBDR. Alternatively, the LBDR will assume the responsibility for the Sponsorship of the Domain Names until such transfer;
- 20.6.3 Confidential Information will be returned or destroyed as per the instructions of the LBDR;
- 20.6.4 all outstanding Fees owed to the LBDR shall become immediately due and payable;
- 20.6.5 subject to the provisions of Paragraph 20.3, eligible Annual Accreditation Fees shall be refunded to the Registrar;

- 20.6.6 the Registrar shall cease to use, directly or indirectly, in advertising or in any other manner any licensed materials as stipulated under this Agreement and shall cease and remove all references to itself as an LBDR Accredited registrar; and
- 20.6.7 the Registrar shall take whatever measures as reasonably required by the LBDR following the termination of this Agreement, including without limitation removing any information and/or link associated with the LBDR and/or the Registry System from the Registrar's website, ensuring full disconnection to all LBDR systems and notifying Customers and Registrants as necessary.

21. Force majeure

- 21.1 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 an event of force majeure; provided that if any such force majeure event is reasonably foreseeable by the Party seeking to avail itself of the provisions of this Paragraph 21, such Party shall have taken all reasonable steps within its reasonable control to mitigate such force majeure event
- 21.2 If either Party is or is likely to be prevented from or delayed in performing its obligations under this Agreement by a force majeure event (the "Affected Party"), the Affected Party shall provide Notice to the other Party as soon as practicable.
- 21.3 For the avoidance of doubt, a force majeure event does not include, and the Affected Party will not be entitled to relief on the grounds of a force majeure event in respect of: (a) changes in market conditions; and (b) inability to make payment of money.
- 21.4 Except as otherwise agreed in this Agreement, either Party shall have the right to terminate this Agreement where an event of force majeure persists for more than forty (40) Calendar Days.
- 21.5 Each Party conclusively waives any right to claim relief under Applicable Laws due to the occurrence of an event of force majeure, which prevents, hinders or delays performance of any term or condition of this Agreement.

22. Amendment and Waivers

- 22.1 Except for Restricted Amendments and as otherwise set forth in this Agreement, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, and nothing in this Paragraph 22 shall restrict the LBDR and Registrar from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties.
- 22.2 Notwithstanding anything in this Paragraph 22 to the contrary, (a) if Registrar provides evidence to LBDR's reasonable satisfaction that the proposed amendment and/or a Restricted Amendment would materially increase the cost of providing Registrar Services, then the LBDR will allow up to 90 Calendar Days for the relevant amendment to become effective with respect to Registrar, and (b) no amendment adopted pursuant to this Paragraph 22 shall become effective with respect to Registrar if Registrar provides the LBDR with an irrevocable notice of termination pursuant to Paragraph 20.
- 22.3 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.

23. 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.

24. Severability of Provisions

Should any Paragraph, paragraph or sentence of this Agreement be determined to be void, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

25. 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.

26. Indemnification - Liability

26.1 Indemnification

26.1.1 The Registrar shall fully indemnify, defend and hold harmless the LBDR and its employees, directors, officers, representatives, agents and Affiliates, from and against any Claims (including legal costs) brought against the LBDR or any Affiliate of the LBDR based on or arising from any claim or alleged claim:

- relating to any product or service of Registrar;
- relating to any agreement, including Registrar's dispute policy, with any Registrant or registrar;
- 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; or
- resulting from a violation of Applicable Law; any misrepresentations of the Registrar or any breach of the terms of this Agreement that is not cured in accordance with the terms of this Agreement.

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

26.1.3 The Registrar will not enter into any settlement or compromise of any such Claim without the LBDR's prior written consent, which consent shall not be unreasonably withheld.

26.1.4 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 the LBDR in connection with or arising from any such claim, suit, action or proceeding.

26.2 Liability limitation - Under no circumstances shall LBDR or any of its directors, officers, employees be liable to the Registrar for any direct, indirect, damages or loss arising out of or in connection with this Agreement.

27. Notices

27.1 Any written notice or other communication required by this Agreement shall be deemed to have been properly given when delivered in person, or when sent by email with receipt of confirmation of delivery, when scheduled for delivery by internationally recognized courier service, or when delivered by electronic means followed by an affirmative confirmation of receipt by the recipient's email server during LBDR working hours. For any notice of a new or amended LBDR Policy established in accordance with this Agreement, Registrar shall be afforded a reasonable period of time after notice of the establishment and/or amendment of such Policy is e-mailed to Registrar and posted on the LBDR's

website in which to comply with that specification, policy or program, taking into account any urgency involved.

27.2 Notices to the LBDR are to be addressed to the attention of the Registry_Representative and to be delivered to the Registry_Correspondence_Address and/or Registry_Email as set out in the Preamble of this Agreement.

27.3 Notices to the Registrar are to be addressed to the attention of the Registrar_Representative and to be delivered to the Registrar_Address and/or Registrar_Email as set out in the Preamble of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the Commencement Date:

On behalf of the _____ :

Signature:

Name: _____

Title : _____

Date : _____

On behalf of the LBDR LLC:

Signature:

Name: _____

Title : _____

Date : _____