EXHIBIT 1

ICANN

.com Registry Agreement
(25 May 2001)

.com Registry Agreement

This REGISTRY AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers ("ICANN"), a not-for-profit corporation, and VeriSign, Inc. ("Registry Operator").

I. Definitions

For purposes of this Agreement, the following definitions shall apply:

1. "Consensus Policies" are those specifications or policies established based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (1) action of the ICANN Board of Directors establishing the specification or policy, (2) a recommendation, adopted by at least a two-thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, that the specification or policy should be established, and (3) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed specification or policy.

> A. In the event that Registry Operator disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review

Panel established under ICANN's bylaws. Such review must be sought within fifteen working days of the publication of the Board's action adopting the specification or policy. The decision of the panel shall be based on the report and supporting materials required by the first paragraph of Definition 1 above. In the event that Registry Operator seeks review and the Independent Review Panel sustains the Board's determination that the specification or policy is based on a consensus among Internet stakeholders represented in the ICANN process, then Registry Operator must implement such specification or policy unless it promptly seeks and obtains injunctive relief under Section 15 below.

B. If, following a decision by the Independent Review Panel convened under Subsection (A) above, Registry Operator still disputes the presence of such a consensus, it may seek further review of that issue within fifteen working days of publication of the decision in accordance with the dispute resolution procedures set forth in Section 15 below; provided, however, that Registry Operator must continue to implement the specification or policy unless it has obtained injunctive relief under Section 15 below or a final decision is rendered in accordance with the provisions of Section 15 that relieves Registry Operator of such obligation. The decision in any such further review shall be based on the report and supporting materials required by the first paragraph of Definition 1 above.

C. A specification or policy established by the ICANN Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN Supporting Organization, shall also be considered to be a Consensus Policy if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the Board reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the operational stability of Registry Services, the DNS or the Internet, and that the proposed specification or policy is as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board

believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it meets the standard set forth in the first paragraph of Definition 1 above. If the standard set forth in the first paragraph of Definition 1 above is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the specification or temporary policy, it will no longer be a "Consensus Policy."

D. For all purposes under this Agreement, the policies identified in Appendix V shall be treated in the same manner and have the same effect as "Consensus Policies."

E. Registry Operator shall be afforded a reasonable period of time, not to exceed four months (unless the nature of the specification or policy established under the first paragraph of Definition 1 above reasonably requires, as agreed to by ICANN and Registry Operator, a longer period) after receiving notice of the establishment of a specification or policy under the first paragraph of Definition 1 above in which to comply with that specification or policy, taking into account any urgency involved.

F. In the event that, at the time the ICANN Board establishes a specification or policy under the first paragraph of Definition 1 above during the term of this Agreement, ICANN does not have in place an Independent Review Panel established under ICANN's bylaws, the fifteen working day period allowed under Subsection (A) above to seek review shall be extended until fifteen working days after ICANN does have such an Independent Review Panel in place and Registry Operator shall not be obligated to comply with the specifications or policy in the interim.

2. "DNS" refers to the Internet domain name system.

3. "Effective Date" is the date specified as such in Section 3 of the Agreement for Restructured Relationship among ICANN, VeriSign, and Network Solutions, Inc.

4. "Expiration Date" is November 10, 2007, unless further extended pursuant to this Agreement.

5. "Personal Data" refers to data about any identified or identifiable natural person.

6. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

7. "Registry Data" means all Registry Database data maintained in electronic form in the Registry Database, and shall include Zone File Data, all data used to provide Registry Services submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in the Registry Database.

8. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or Whois queries, for some or all of those names.

9. "Registry Services" means services provided as an integral part of the Registry TLD, including all subdomains. These services include: receipt of data concerning registrations of domain names and nameservers from registrars; provision to registrars of status information relating to the Registry TLD zone servers, dissemination of TLD zone files, operation of the Registry zone servers, dissemination of contact and other information concerning domain name and nameserver registrations in the Registry TLD, and such other services required by ICANN through the establishment of Consensus Policies as set forth in Definition 1 of this Agreement. Registry Services shall not include the provision of name service for a domain used by a single entity under a Registered Name registered through an ICANN-accredited registrar.

10. "Registry TLD" refers to the .com TLD.

11. "Term of this Agreement" begins on the Effective Date and runs through the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

12. "TLD" refers to a top-level domain in the DNS.

13. "Zone File Data" means all data contained in DNS zone files for the Registry TLD, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to TLD nameservers on the Internet.

II. Agreements

Registry Operator and ICANN agree as follows:

1. <u>Designation of Registry Operator</u>. ICANN hereby continues to recognize Registry Operator as the sole operator for the Registry TLD during the Term of this Agreement.

2. <u>Recognition in Authoritative Root Server System</u>. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (a) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry TLD throughout the Term of this Agreement and (b) any changes to TLD zone server designation submitted to ICANN by Registry Operator will be implemented by ICANN within five business days of submission. In the event that this Agreement is terminated (a) under Section 16 or Section 18(B) of this Agreement by Registry Operator or (b) under Section 26 of this Agreement due to the withdrawal of recognition of ICANN by the US Department of Commerce("DOC"), ICANN's obligations concerning TLD zone server designations for the Registry TLD in the authoritative root server system shall be as stated in a separate agreement between ICANN and DOC.

3. <u>General Obligations of Registry Operator</u>.

 A. During the Term of this Agreement:

  (i) Registry Operator agrees that it will operate the registry for the Registry TLD in accordance with this Agreement;

  (ii) Registry Operator shall comply, in its operation of the registry,

with all Consensus Policies insofar as they:

> (a) are adopted by ICANN in compliance with Section 4 below,
>
> (b) relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability and/or stable operation of the Internet or DNS, (2) registry policies reasonably necessary to implement Consensus Policies relating to registrars, or (3) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names), and
>
> (c) do not unreasonably restrain competition.

B. Registry Operator agrees that upon the earlier of (i) the Expiration Date or (ii) termination of this Agreement by ICANN pursuant to Section 16 below, it will cease to be the Registry Operator for the Registry TLD, unless prior to the end of the Term of this Agreement Registry Operator is chosen as the successor registry in accordance with the provisions of this Agreement.

C. To the extent that Consensus Policies are adopted in conformance with Section 4 of this Agreement, the measures permissible under Section 3(A)(ii)(b) above shall include, without limitation:

> (i) principles for allocation of Registered Names (e.g., first-come, first-served, timely renewal, holding period after expiration);
>
> (ii) prohibitions on warehousing of or speculation in domain names by registries or registrars;
>
> (iii) reservation of Registered Names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of

users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and single-letter/digit names);

(iv) the allocation among continuing registrars of the Registered Names sponsored in the registry by a registrar losing accreditation; and

(v) dispute resolution policies that take into account the use of a domain name.
Nothing in this Section 3 shall limit or otherwise affect Registry Operator's obligations as set forth elsewhere in this Agreement.

4. General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of Registry Operator, ICANN shall during the Term of this Agreement

A. exercise its responsibilities in an open and transparent manner;

B. not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

C. not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause; and

D. ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registry Operator , to the extent it is adversely affected by ICANN standards, policies, procedures or practices.

5. Use of ICANN Name. ICANN hereby grants to Registry Operator a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is recognized by ICANN as the Registry Operator for the Registry TLD, (b) to use a logo specified by ICANN to signify that Registry Operator is an ICANN-designated registry, and (c) to link to pages and documents within the ICANN web site. No other use of ICANN's name is licensed hereby. This license may not be assigned or sublicensed by Registry Operator.

6. Protection from Burdens of Compliance With ICANN Policies. ICANN shall indemnify, defend, and hold harmless Registry Operator (including its directors, officers employees, and agents) from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising solely from Registry Operator's compliance as required by this Agreement with an ICANN specification or policy (including a Consensus Policy) established after the Effective Date; except that Registry Operator shall not be indemnified or held harmless hereunder to the extent that the claims, damages or liabilities arise from the particular manner in which Registry Operator has chosen to comply with the specification or policy, where it was possible for Registry Operator to comply in a manner by which the claims, damages, or liabilities would not arise. As an alternative to providing the indemnity stated in this Section 6, ICANN may, at the time it establishes a specification or policy after the Effective Date giving rise to an indemnity obligation under this Section 6, state ICANN's election that the Registry Operator shall bear the cost of insuring the claims, damages, liabilities, costs, and expenses that would otherwise be indemnified by ICANN under this Section 6, in which case the reasonable cost to Registry Operator of such insurance shall be treated under Subsection 22(A) as a cost of providing Registry Services arising from the newly established ICANN specification or policy.

7. Registry-Level Financial Support of ICANN. During the Term of this Agreement, Registry Operator shall pay to ICANN the following fees:

> A. Fixed Registry-Level Fee. Registry Operator shall pay ICANN a quarterly Fixed Registry-Level Fee in an amount established by the ICANN Board of Directors, in conformity with the ICANN bylaws and articles of incorporation, not to exceed one quarter of the annual Fixed Registry-Level Fee Cap described in Subsection 7(D).

> B. Variable Registry-Level Fee. Registry Operator shall pay ICANN a quarterly Variable Registry-Level Fee in an amount calculated according to a formula and method established from time to time by the ICANN Board of Directors, in conformity with the ICANN bylaws and articles of incorporation. The formula and method shall allocate the total variable fee among all TLDs sponsored or operated under a sponsorship or registry agreement with ICANN (whether the fee is collected at the registry or registrar level) based on the relative size of the registries for those TLDs. It shall be permissible for the formula and method so established (a) to measure the size of a TLD's registry by the

number of names under administration within the TLD by the registry's operator, (b) to deem the number of domain names under administration within the Registry TLD to be the number of Registered Names, and (c) to provide for a deduction in computing a sponsor's or operator's Variable Registry-Level Fee of some or all of that sponsor's or operator's Fixed Registry-Level Fee. It shall also be permissible for the formula and method to consider accreditation fees collected from registrars as a credit applied to the Variable Registry-Level Fee for the TLD to which the fees pertain. Groups of registries for two or more TLDs may, with the agreement of their sponsors or operators and ICANN, agree to allocate the variable fee collected from them in a manner not based on the relative size of the registries within the group, provided that the combined variable fees collected for all TLDs within the group is based on the combined size of the registries in the group.

C. Payments Must Be Timely. Registry Operator shall pay the quarterly Fixed and Variable Registry-Level Fees within thirty days after the date of ICANN's invoice for those fees. These payments shall be made in a timely manner throughout the Term of this Agreement and notwithstanding the pendency of any dispute between Registry Operator and ICANN. Registry Operator shall pay interest on payments not timely made at the rate of 1% per month or, if less, the maximum rate permitted by California law.

D. Fee Caps. The Fixed Registry-Level Fee Cap shall be US$ 100,000 per year until and including June 30, 2002; shall automatically increase by 15% on July 1 of each year beginning in 2002; and may be increased by a greater amount through the establishment of Consensus Policies as set forth in Definition 1 and Section 3 of this Agreement. The sum of the Fixed Registry-Level Fees and the Variable Registry-Level Fees due to be paid in any year ending on any June 30 during or within one year after the Term of this Agreement by all TLD sponsors and registry operators having sponsorship or registry agreements with ICANN shall not exceed the Total Registry-Level Fee Cap described in the following sentence. The Total Registry-Level Fee Cap shall be US$ 5,500,000 for the fiscal year ending June 30, 2002; shall increase by 15% each fiscal year thereafter; and may be increased by a greater amount through the establishment of Consensus Policies as set forth in Definition 1 and Section 3 of this Agreement.

E. Adjustments to Price. The maximum pricing for initial and renewal registrations set forth in Appendix G shall be adjusted at the beginning of each calendar quarter by adding, to the amount specified in that Appendix (after adjustment according to Section 22(a)) as the applicable annual charge for initial or renewal registration of a domain name, an amount calculated according to the following three sentences. For calendar quarters in which the variable fee is collected at the registrar level, the amount shall be US$0.00. For the first two calendar quarters during the Term of this Agreement in which the variable fee is collected at the registry level, the amount shall be four times the per-name variable accreditation fee charged to registrars for the quarter beginning six months earlier. For subsequent calendar quarters, the amount shall be four times the quarterly Variable Registry-Level Fee reflected in the invoice to Registry Operator for such a fee for the quarter beginning six months earlier divided by the number of Registered Names that the invoice shows was used to calculate that quarterly Variable Registry-Level Fee. The adjustments permitted by this Subsection 7(E) shall only apply for periods of time as to which the Registry Operator does not have in effect a provision in its Registry-Registrar Agreement permitting it to require ICANN-Accredited Registrars to pay to Registry Operator a portion of Registry Operator's payments of variable registry-level fees to ICANN.

8. Reports Provided to ICANN. Within twenty days after the end of each month during the Term of this Agreement, Registry Operator shall provide ICANN a written report, giving information specified by ICANN, on operation of the registry during the month. The initial specification of information is set forth in Appendix T. Changes to that specification may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of Consensus Policies as set forth in Definition 1 of this Agreement.

9. Data Escrow. Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at Registry Operator's expense, by a reputable escrow agent mutually approved by Registry Operator and ICANN, such approval also not to be unreasonably withheld by either party. The schedule, content, format, and procedure for escrow deposits shall be as established by ICANN from time to

time. The initial schedule, content, format, and procedure shall be as set forth in Appendix R. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of Consensus Policies as set forth in Definition 1 of this Agreement. The escrow shall be held under an agreement, substantially in the form of Appendix S, among ICANN, Registry Operator, and the escrow agent.

10. Registry Operator's Handling of Personal Data. Registry Operator shall notify registrars sponsoring registrations in the registry for the Registry TLD of the purposes for which Personal Data submitted to Registry Operator by registrars is collected, the recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

11. Publication by Registry Operator of Registry Data.

A. At its expense, Registry Operator shall provide free public query-based access to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Registry TLD. The data elements reported, format of responses to queries, data update frequency, query types supported, and protocols through which access is provided shall be as established by ICANN. The initial specification of the data elements reported, format of responses to queries, minimum data update frequency, query types supported, and protocols through which access is provided are set forth in Appendix O. Registry Operator may request supplementation of the specification to include additional data elements reported or query types supported, in which event ICANN shall act to supplement the specification in a reasonable manner within a reasonable time. Other changes to the specification may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of Consensus Policies as set forth in Definition 1 of this Agreement.

B. To ensure operational stability of the registry, Registry Operator may

temporarily limit access under Subsection 11(A) in which case Registry
Operator shall immediately notify ICANN of the nature of and reason for the
limitation. Registry Operator shall not continue the limitation longer than a
period established by ICANN if ICANN objects in writing, which objection shall
not be unreasonably made. The period shall initially be five business days;
changes to that period may be made only with the mutual written consent of
ICANN and Registry Operator (which neither party shall unreasonably
withhold) or through the establishment of Consensus Policies as set forth in
Definition 1 of this Agreement. Such temporary limitations shall be applied in a
non-arbitrary manner and shall apply fairly to all ICANN-accredited registrars.

C. In providing query-based public access to registration data as required by
this Subsection 11(A), Registry Operator shall not impose terms and
conditions on use of the data provided except as permitted by policy
established by ICANN. Unless and until ICANN establishes a different policy,
Registry Operator shall permit use of data it provides in response to queries
for any lawful purposes except to: (a) allow, enable, or otherwise support the
transmission by e-mail, telephone, or facsimile of mass unsolicited,
commercial advertising or solicitations to entities other than the data
recipient's own existing customers; or (b) enable high volume, automated,
electronic processes that send queries or data to the systems of Registry
Operator or any ICANN-accredited registrar, except as reasonably necessary
to register domain names or modify existing registrations. Changes to that
policy may be made only with the mutual written consent of ICANN and
Registry Operator (which neither party shall unreasonably withhold) or through
the establishment of Consensus Policies as set forth in Definition 1 of this
Agreement.

D. To comply with applicable statutes and regulations and for other reasons,
ICANN may from time to time establish Consensus Policies as set forth in
Definition 1 of this Agreement establishing limits on the data concerning
registrations that Registry Operator may make available to the public through
a public-access service described in this Subsection 11(A) and on the manner
in which Registry Operator may make them available.

E. At its expense, Registry Operator shall provide bulk access to up-to-date
data concerning domain name and nameserver registrations maintained by

Registry Operator in connection with the Registry TLD in the following two ways:

> (i) on a daily schedule, only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN. The content and format of this data, and the procedures for providing access, shall be as established by ICANN. The initial content, format, and procedures are set forth in Appendix P. Changes to that content and format and those procedures may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of Consensus Policies as set forth in Definition 1 of this Agreement.

> (ii) on a continuous basis, to ICANN in the manner which ICANN may from time to time reasonably specify, only for purposes of verifying and ensuring the operational stability of Registry Services, the DNS, and the Internet. The content and format of this data, and the procedures for providing access, shall be as established by ICANN. The initial content, format, and procedures are set forth in Appendix Q. Changes to that content and format and those procedures may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of Consensus Policies as set forth in Definition 1 of this Agreement.

12. Rights in Data. Except as permitted by the Registry-Registrar Agreement, Registry Operator shall not be entitled to claim any intellectual property rights in data in the registry supplied by or through registrars. In the event that Registry Data is released from escrow under Section 9, any rights held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

13. Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Fixed or Variable Registry-Level Fees paid by.

Registry Operator to ICANN within the preceding twelve-month period under Section 7 of this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees and monetary sanctions due and owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

14. Specific Performance. During the Term of this Agreement, either party may seek specific performance of any provision of this Agreement as provided by Section 15, provided the party seeking such performance is not in material breach of its obligations.

15. Resolution of Disputes Under This Agreement. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of both parties (except for any dispute over whether a policy adopted by the Board is a Consensus Policy, in which case at the election of either party), by an arbitration conducted as provided in this Section pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an

arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

16. <u>Termination</u>.

A. In the event an arbitration award or court judgment is rendered specifically enforcing any provision of this Agreement or declaring a party's rights or obligations under this Agreement, either party may, by giving written notice, demand that the other party comply with the award or judgment. In the event that the other party fails to comply with the order or judgment within ninety days after the giving of notice (unless relieved of the obligation to comply by a court or arbitration order before the end of that ninety-day period), the first party may terminate this Agreement immediately by giving the other party written notice of termination.

B. In the event of termination by DOC of its Cooperative Agreement with Registry Operator pursuant to Section 1.B.8 of Amendment ___ to that Agreement, ICANN shall, after receiving express notification of that fact from DOC and a request from DOC to terminate Registry Operator as the operator of the Registry TLD, terminate Registry Operator's rights under this Agreement, and shall cooperate with DOC to facilitate the transfer of the operation of the Registry Database to a successor registry.

C. This Agreement may also be terminated in the by ICANN on written notice given at least forty days after the final and nonappealable occurrence of either of the following events:

(i) Registry Operator:

(a) is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is the subject of a determination by a court of competent jurisdiction that ICANN reasonably deems as the substantive equivalent of those offenses ; or

(b) is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

(ii) Any officer or director of Registry Operator is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN deems as the substantive equivalent of any of these, and such officer or director is not immediately removed in such circumstances.

D. If Registry Operator becomes bankrupt or insolvent, ICANN may immediately terminate this Agreement upon notice to Registry Operator.

E. If Registry Operator fails to pay to ICANN the final amount of sanctions determined to be appropriate under the sanctions program described in Appendix Y within thirty days after the amount of sanctions is deemed final, ICANN may, by giving written notice, demand that Registry Operator pay that amount. In the event that Registry Operator fails to pay within ninety days after the giving of notice (unless relieved of the obligation to comply by a court or arbitration order before the end of that ninety-day period), ICANN may terminate this Agreement immediately by giving Registry Operator written notice of termination.

17. Assignment. Neither party may assign this Agreement without the prior written approval of the other party, such approval not to be unreasonably withheld. Notwithstanding the foregoing sentence, a party may assign this Agreement by giving written notice to the other party in the following circumstances, provided the assignee agrees in writing with the other party to assume the assigning party's obligations under this Agreement: (a) Registry Operator may assign this Agreement as part of the transfer of its registry business and (b) ICANN may, in conjunction with a reorganization or re-incorporation of ICANN and with the written approval of the DOC, assign this Agreement to another non-profit corporation organized for the same or substantially the same purposes as ICANN.

18. Relationship to Cooperative Agreement Between VeriSign/NSI and U.S. Government.

A. Registry Operator's obligations under this Agreement are conditioned on the concurrence by DOC through an amendment to Cooperative Agreement NCR-9218742.

B. If within a reasonable period of time ICANN has not made substantial progress towards having entered into agreements with competing registries and Registry Operator is adversely affected from a competitive perspective, Registry Operator may terminate this Agreement with the approval of the DOC.

C. In the case of conflict while they are both in effect, and to the extent that they address the same subject in an inconsistent manner, the term(s) of Cooperative Agreement NCR-9218742 shall take precedence over this Agreement.

19. Registry Operator Agreements with Registrars. Registry Operator shall make access to the Shared Registration System available to all ICANN-accredited registrars subject to the terms of the Registry-Registrar Agreement (attached as Appendix F). Such agreement may be revised by Registry Operator, provided however, that any such revisions must be approved in advance by ICANN.

20. Performance and Functional Specifications for Registry Services. Unless and until ICANN adopts different standards as a Consensus Policy pursuant to Definition 1 and Section 3, Registry Operator shall provide Registry Services to ICANN-accredited registrars in a manner that meets the performance and functional specifications set forth in Appendices C and D, and the Registry Service Level Agreement attached as Appendix E. In the event ICANN adopts different performance and functional standards for the registry as a Consensus Policy in compliance with Definition 1 and Section 3, Registry Operator shall comply with those standards to the extent practicable, provided that compensation pursuant to the provisions of Section 22(A) below has been resolved prior to implementation. In no event shall Registry Operator be required to implement any different functional standards before November 10, 2002.

21. Bulk Access to Zone Files. Registry Operator shall provide bulk access to the zone files for the Registry TLD as follows:

A. to third parties on the terms set forth in the TLD zone file access agreement established by ICANN. The terms of the agreement are set forth as Appendix N to this Agreement. Changes to the terms of the TLD zone file access agreement may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of Consensus Policies as set forth in Definition 1 of this Agreement.

B. to ICANN on a continuous basis in the manner which ICANN may from time to time specify.

22. Price for Registry Services.

A. The price(s) to ICANN-accredited registrars for entering initial and renewal domain name registrations into the Registry Database and for transferring a domain name registration from one ICANN-accredited registrar to another will be as set forth in Section 5 of the Registry-Registrar Agreement (attached as Appendix F). These prices shall be increased through an amendment to this Agreement as approved by ICANN and Registry Operator, such approval not to be unreasonably withheld, to reflect reasonably demonstrated increases in the net costs of providing Registry Services arising from (i) new or revised ICANN specifications or policies adopted after the Effective Date, or (ii) legislation specifically applicable to the provision of Registry Services adopted after the Effective Date, to ensure that Registry Operator recovers such costs and a reasonable profit thereon; provided that such increases exceed any reductions in costs arising from (i) or (ii) above.

B. Registry Operator may, at its option and with thirty days written notice to ICANN and to all ICANN-accredited registrars, revise the prices charged to registrars under the Registry-Registrar Agreement, provided that (i) the same price shall be charged for services charged to all ICANN-accredited registrars (provided that volume adjustments may be made if the same opportunities to qualify for those adjustments is available to all ICANN-accredited registrars) and (ii) the prices shall not exceed those set forth in Appendix G.

23. Fair Treatment of ICANN-Accredited Registrars.

A. Registry Operator shall provide all ICANN-accredited registrars that are signatories to the Registry-Registrar Agreement, and that are in compliance with the terms of such agreements, equivalent access to Registry Operator's Registry Services, including to its shared registration system.

B. Registry Operator shall certify to ICANN every six months, using the objective criteria set forth in Appendix H, that Registry Operator is providing all such ICANN-accredited registrars with equivalent access to its Registry Services, including to its shared registration system.

C. Registry Operator shall not act as a registrar with respect to the Registry TLD. This shall not preclude Registry Operator from registering names within the domain of the Registry TLD in compliance with Section 24. This also shall not preclude an affiliate (including wholly-owned subsidiaries) of Registry Operator from acting as a registrar with respect to the Registry TLD, provided that Registry Operator complies with the provisions of Subsection 23(E).

D. Registry Operator shall comply with its Code of Conduct attached as Appendix I. Any changes to that Code of Conduct will require ICANN's approval.

E. Registry Operator will ensure, in a form and through ways described in Appendix H, that the revenues and assets of Registry Operator are not utilized to advantage registrars that are affiliated with Registry Operator to the detriment of other ICANN-accredited registrars. For purposes of this Subsection 23(E), funds distributed to debt or equity participants in Registry Operator shall no longer be deemed revenues and assets of Registry Operator once they are distributed.

F. With respect to its obligations under Subsections 24(A) through 24(E) and Appendices H and I, Registry Operator agrees to participate in and comply with the sanctions program described in Appendix Y, provided that all other registry operators having registry agreements with ICANN for the operation of unsponsored top-level domains (i.e. top-level domains, other than country-code and infrastructure domains, not having a sponsoring organization) are obligated to participate in and comply with a sanctions program with substantially the same provisions as Appendix Y. Registry Operator agrees

that the Sanctions Program described in Appendix Y shall be a non-exclusive and additional option ICANN to promote compliance with Subsections 24(A) through 24(E) and Appendices H and I, and that (except as stated in Appendix Y) the availability of that option does not limit or affect in any way ICANN's ability to employ any other compliance measures or remedies available under this Agreement. In the event that the gTLD Constituency of the Domain Name Supporting Organization proposes a substitute Appendix Y at any time prior to May 1, 2002, and ICANN determines (following an appropriate process of public notice and comment) that substitution by that Appendix Y would serve the interests of the Internet community, the substitution shall be made.

24. Registrations Not Sponsored by Registrars Under Registry-Registrar Agreements. Registry Operator shall register domain names within the domain of the Registry TLD, other than on a request submitted by a registrar pursuant to that registrar's Registry-Registrar Agreement, only as follows:

A. Registry Operator may register the domain names listed on Appendix X (Part A) for its own use in operating the registry and providing Registry Services under this Agreement, provided the total number of domain names listed on Appendix X at any time does not exceed 5000. At the conclusion of its designation by ICANN as the operator for the Registry TLD, Registry Operator shall transfer all such domain name registrations to the entity or person specified by ICANN. Appendix X may be revised upon written notice by Registry Operator to ICANN and written consent by ICANN, which shall not be unreasonably withheld.

B. Registry Operator may register the domain names listed on Appendix X (Part B) for its own use, provided the total number of domain names listed on Appendix X at any time does not exceed 5000. Registry Operator may retain registration of those names at the conclusion of its designation by ICANN as the operator for the Registry TLD, provided registration fees are paid and all other requirements for registration by third parties are met. Appendix X may be revised upon written notice by Registry Operator to ICANN and written consent by ICANN, which shall not be unreasonably withheld.

C. As instructed from time to time by ICANN, Registry Operator shall maintain

the registration of up to 5000 domain names within the domain of the Registry TLD for use by ICANN and other organizations responsible for coordination of the Internet's infrastructure.

D. This Section 24 shall not preclude Registry Operator from registering domain names within the domain of the Registry TLD through an ICANN-accredited registrar pursuant to that registrar's Registry-Registrar Agreement.

25. Procedure for Subsequent Agreement.

A. Registry Operator may, no earlier than twenty-four and no later than eighteen months prior to the Expiration Date, submit a written proposal to ICANN for the extension of this Agreement for an additional term of four years (the "Renewal Proposal"). The Renewal Proposal shall contain a detailed report of the Registry Operator's operation of the Registry TLD and include a description of any additional Registry Services, proposed improvements to Registry Services, or changes in price or other terms of service.

B. ICANN shall consider the Renewal Proposal for a period of no more than six months before deciding whether to call for competing proposals from potential successor registry operators for the Registry TLD. During this six month period, ICANN may request Registry Operator to provide, and Registry Operator shall provide, additional information concerning the Renewal Proposal that ICANN determines to be reasonably necessary to make its decision. Following consideration of the Renewal Proposal, Registry Operator shall be awarded a four-year renewal term unless ICANN demonstrates that: (a) Registry Operator is in material breach of this Registry Agreement, (b) Registry Operator has not provided and will not provide a substantial service to the Internet community in its performance under this Registry Agreement, (c) Registry Operator is not qualified to operate the Registry TLD during the renewal term, or (d) the maximum price for initial and renewal registrations proposed in the Renewal Proposal exceeds the price permitted under Section 22 of this Registry Agreement. The terms of the registry agreement for the renewal term shall be in substantial conformity with the terms of registry agreements between ICANN and operators of other open TLDs then in effect, provided that this Section 25 shall be included in any renewed Registry Agreement unless Registry Operator and ICANN mutually agree to

alternative language.

C. In the event that ICANN fails to award a renewal registry agreement to Registry Operator within the six month period described above, Registry Operator shall have the right to challenge the reasonableness of that failure under the provisions of Section 15.

D. In the event ICANN does not award Registry Operator a renewal registry agreement according to Subsection 25(B), ICANN shall call for competitive proposals and Registry Operator shall be eligible, to the same extent as similarly situated entities, to submit a proposal in response to such a call and to be considered for such award.

26. Withdrawal of Recognition of ICANN by the Department of Commerce. In the event that, prior to the expiration or termination of this Agreement under Section 16 or 18(B), the DOC withdraws its recognition of ICANN as NewCo under the Statement of Policy pursuant to the procedures set forth in Section 5 of Amendment 1 (dated November 10, 1999) to the Memorandum of Understanding between ICANN and the DOC, this Agreement shall terminate.

27. Option to Substitute Generic Agreement. At Registry Operator's option, it may substitute in its entirety any generic ICANN-Registry Operator Agreement that may be adopted by ICANN for this Agreement.

28. Additional Covenants of Registry Operator. Throughout the Term of the Agreement, Registry Operator shall abide by the covenants contained in Appendix W.

29. Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registry Operator.

If to ICANN, addressed to:

> Internet Corporation for Assigned Names and Numbers
> 4676 Admiralty Way, Suite 330
> Marina Del Rey, California 90292 Telephone: 1/310/823-9358
> Facsimile: 1/310/823-8649
> Attention: Chief Executive Officer

If to Registry Operator, addressed to:

> General Counsel
> VeriSign, Inc.
> 1350 Charleston Road
> Mountain View, California 94043
> Telephone: 1/650/961/7500
> Facsimile: 1/650/961/8853; and

> General Manager
> VeriSign Registry
> 21345 Ridgetop Circle
> Dulles, Virginia 20166
> Telephone: 1/703/948/3200
> Facsimile: 1/703/421/2129; and

> Deputy General Counsel
> VeriSign, Inc.
> 505 Huntmar Park Drive
> Herndon, Virginia 20170
> Telephone: 1/703/742/0400
> Facsimile: 1/703/742-7916

30. Subcontracting. Registry Operator shall not subcontract portions of the technical operations of the Registry TLD accounting for more than 80% of the value of all Registry TLD operations without ICANN's written consent. When ICANN's consent to subcontracting is requested, ICANN shall respond within fifteen business days, and the consent shall not be unreasonably withheld. In any subcontracting of the technical

operations of the Registry TLD, the subcontract shall state that the subcontractor shall not acquire any right in the Registry TLD by virtue of its performance under the subcontract.

31. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightening, explosion, flood subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

32. No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or Registered Name holder.

33. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

34. Language. All notices, designations, and specifications made under this Agreement shall be in the English language.

35. Entire Agreement. This Agreement (including its appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the Registry TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of any conflict between the provisions in the body of this Agreement (Section 1 to Section 37) and any provision in its appendices, the provisions in the body shall prevail.

36. Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both

parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

37. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By:_____
M. Stuart Lynn
President and CEO
Date:

VERISIGN, INC.

By:_____
Stratton Sclavos
President and CEO
Date:

Comments concerning the layout, construction and functionality of this site
should be sent to webmaster@icann.org.

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