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 7

8 Attorneys for Defendant  
 9 INTERNET CORPORATION FOR  
 ASSIGNED NAMES AND NUMBERS

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12 WESTERN DIVISION

13  
 14 NAME.SPACE, INC.,

15 Plaintiff,

16 v.

17 INTERNET CORPORATION FOR  
 18 ASSIGNED NAMES AND  
 NUMBERS,

19 Defendant.

Case No. CV 12-8676-PA

Assigned for all purposes to  
 Honorable Percy Anderson

**DECLARATION OF LOUIS  
 TOUTON IN SUPPORT OF  
 ICANN'S MOTION FOR  
 SUMMARY JUDGMENT**

[ICANN's Reply Memorandum in  
 Support of ICANN's Motion for  
 Summary Judgment; Declaration of  
 Jeffrey A. LeVee; ICANN's  
 Memorandum in Opposition to  
 Name.space's Rule 56(d)  
 Application; and ICANN's  
 Objections to the Declaration of  
 Paul Garrin Filed And Served  
 Concurrently Herewith]

Hearing Date: Feb. 25, 2013  
 Hearing Time: 1:30 pm  
 Hearing Location: 312 N. Spring St.

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**DECLARATION OF LOUIS TOUTON**

I, Louis Touton, declare:

1. From 1999 to 2003, I was the Vice President, Secretary and General Counsel of the Internet Corporation for Assigned Names and Numbers (“ICANN”), the defendant in this action. I submit this declaration in support of ICANN’s motion for summary judgment. I have personal knowledge of the facts set forth below and, if called as a witness, I could and would testify competently to those facts.

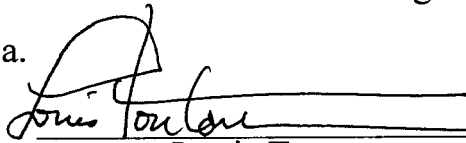
2. In 2000, ICANN accepted applications from entities desiring to operate registries for new Top-Level Domains (“TLDs”). On or around October 1, 2000, I learned that Name.space, Inc. (“name.space”) had submitted an application to ICANN seeking to operate 118 gTLDs. The application included an “Unsponsored TLD Application Transmittal Form” (which I drafted), signed by Paul Garrin as President of name.space, in which the last paragraph of item B.6 was crossed out and the words “DO NOT AGREE” were handwritten over its terms. Attached hereto as **Exhibit A** is a true and correct copy of the Unsponsored TLD Application Transmittal Form that formed part of name.space’s October 1, 2000 TLD Application.

3. On October 5, 2000, I sent an e-mail to Mr. Garrin noting that because language had been stricken from item B6 ICANN deemed the application incomplete. The e-mail informed Mr. Garrin that its application would not be considered by ICANN absent name.space’s complete agreement on all terms. Attached hereto as **Exhibit B** is a true and correct copy of my October 5, 2000 e-mail to Paul Garrin concerning name.space’s October 1, 2000 application.

4. On October 6, 2000, Mr. Garrin wrote me a letter regarding name.space’s October 1, 2000 application and the application fee. Attached hereto as **Exhibit C** is a true and correct copy of Paul Garrin’s October 6, 2000 letter to me.

1           5.     On October 6, 2000, name.space submitted an executed version of the  
2 Unsponsored TLD Application Transmittal Form with no language stricken out.  
3 Attached hereto as **Exhibit D** is a true and correct copy of name.space's October 6,  
4 2000 Unsponsored TLD Application Transmittal Form.

5           I declare under penalty of perjury under the laws of the United States of  
6 America that the foregoing is true and correct. This declaration was signed on  
7 February 8, 2013 at Los Angeles, California.

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10 Louis Touton

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**EXHIBIT A**



# TLD Application: Unsponsored TLD Application Transmittal Form

15 August 2000

## Unsponsored TLD Application Transmittal Form

An application is hereby made to operate the registry for an unsponsored top-level domain within the Internet Domain Name System (DNS).

B1. This application is made by:

**[INSTRUCTION: list the full legal name, principal address, telephone and fax numbers, and e-mail address of the registry operator.]**

B2. The person signing below certifies that he or she has full authority to make this application on behalf of the applicant and to make all agreements, representations, waivers, and undertakings stated in this transmittal form and accompanying materials. Copies of the documents demonstrating the authority are attached.

**[INSTRUCTION: Attach directly to this transmittal form the documentation of the authority of the person signing. Place the legend "B2: Authorization" at the top of each page of these attachments.]**

B3. All documents linked directly or indirectly from "TLD Application Process: Information for Applicants," posted at <<http://www.icann.org/tlds/tld-application-process.htm>> have been thoroughly reviewed on behalf of applicant. In particular, the following documents have been reviewed:

B3.1. New TLD Application Process Overview, posted at <<http://www.icann.org/tlds/application-process-03aug00.htm>>.

B3.2. New TLD Application Instructions, posted at <<http://www.icann.org/tlds/application-instructions-15aug00.htm>>.

B3.3. Criteria for Assessing TLD Proposals, posted at <<http://www.icann.org/tlds/tld-criteria-15aug00.htm>>.

The applicant understands that failure fully to follow instructions included in these documents will be a factor negatively affecting consideration of this application.

B4. This application consists of the following, in addition to this transmittal form:

B4.1. The Registry Operator's Proposal, with cover sheet and attachments and accompanying materials.  
**[INSTRUCTION: With this transmittal form, submit a clearly labeled and separately bound Registry Operator's Proposal prepared by the registry operator.]**

B4.2. A Description of TLD Policies, with cover sheet and attachments and accompanying materials.  
**[INSTRUCTION: With this transmittal form, submit a clearly labeled and separately bound Description of TLD Policies prepared by the registry operator.]**

B4.3. A Statement of Requested Confidential Treatment of Materials Submitted.  
**[INSTRUCTION: Whether or not any confidential treatment is sought, please attach the Statement of Requested Confidential Treatment directly to this transmittal form. Place the legend "A5.4: Statement of Requested Confidential Treatment of Materials Submitted" at the top of every page of the statement.]**

B4.4. Fitness Disclosure of Registry Operator.  
**[INSTRUCTION: With this transmittal form, submit a clearly labeled and separately bound Fitness Disclosure prepared by**  
<http://www.icann.org/tlds/tld-app-unsponsored-transmittal-15aug00.htm>

the registry operator.]

B5. This application is accompanied by one or more 3 1/2" floppy diskettes (IBM high density) or a CD-ROM containing files with items B4.1 and B4.2 above. Each item is provided in a common word-processing format and in HTML format.  
**[INSTRUCTION: Submit the disk(s) with the application.]**

B6. Check one:

This application is accompanied by a check, drawn on a United States bank and payable to the Internet Corporation for Assigned Names and Numbers (ICANN), in the amount of 50,000 United States dollars.

At least five business days before submitting this application, the applicant has sent 50,000 United States dollars by wire transfer according to item B8.2 of the New TLD Application Instructions. This application is accompanied by a wire transfer receipt or other document identifying the wire transfer.

The applicant understands and agrees that this \$50,000 is only an application fee to obtain consideration of this application; that the fee will not be refunded or returned in any circumstances (except if this application is not considered due to failure to reach agreement on terms for confidential treatment); that there is no understanding, assurance, or agreement that this application will be selected for negotiations toward entry of an agreement with a registry operator; or that, if this application is selected, the negotiations will lead to entry of such an agreement or establishment of a TLD as sought in this application. The applicant understands and acknowledges that ICANN has the right to reject all applications for new top-level domains that it receives and that there is no assurance that any additional top-level domain will ever be created in the future.

**[INSTRUCTION: Be sure to include a valid check drawn on a United States bank in the full amount, or documentation of the wire transfer.]**

B7. In the event multiple TLD strings are proposed in this application, the applicant understands (a) that all parts of the application must apply, without significant variation, to all of the strings and (b) that, if ICANN determines in its sole discretion that one or more parts (such as the Business Capabilities and Plan or the Description of TLD Policies) apply to different proposed TLD strings in a significantly different manner, the applicant may be required to elect which of the strings to pursue in this application.

B8. The applicant hereby authorizes ICANN to:

B8.1. contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to this application,

B8.2. take any other steps to verify, elaborate on, supplement, analyze, assess, investigate, or otherwise evaluate the information contained in this application or other information that, in ICANN's sole judgment, may be pertinent to this application,

B8.3. consult with persons of ICANN's choosing regarding the information in this application or otherwise coming into ICANN's possession.

B9. The applicant understands that difficulties encountered by ICANN in verifying, elaborating on, supplementing, analyzing, assessing, investigating, or otherwise evaluating any aspect within or related to this application may reflect negatively on the application. In consideration of ICANN's review of the application, the applicant hereby waives liability on the part of ICANN (including its officers, directors, employees, consultants, attorneys, and agents) for its (or their) actions or inaction in verifying the information provided in this application or in conducting any other aspect of its (or their) evaluation of this application. The applicant further waives liability on the part of any third parties who provide information to ICANN or its officers, directors, employees, consultants, attorneys, and agents in connection with the application.

B10. The applicant hereby authorizes ICANN (and its officers, directors, employees, consultants, attorneys, and agents) to publish on ICANN's web site, and to disclose or publicize in any other manner, all materials submitted to, or obtained or generated by, ICANN (or its officers, directors, employees, consultants, attorneys, and agents) in connection with the application, including ICANN's (or their) evaluations and analyses in connection with the application or ICANN's investigation or evaluation of the application, except to the extent set forth in a written and duly signed agreement between ICANN and the applicant on the terms for confidential treatment of particular materials or information submitted by applicant. The applicant grants ICANN and its officers, directors, employees, consultants, attorneys, and agents a license to use any copyright or other intellectual property that applicant may have in any portion of the application for this purpose.

B11. The applicant hereby gives ICANN permission to use the applicant's name and/or logo in ICANN's public announcements (including informational web pages) relating to top-level domain space expansion.

B12. The applicant hereby agrees, acknowledges, and represents that it has no legally enforceable right to acceptance or

any other treatment of this application or to the delegation in any particular manner of any top-level domain that may be established in the authoritative DNS root. It further agrees, acknowledges, and represents that it has no legally enforceable rights in, to, or in connection with any top-level domain by virtue of its preparation or submission of this application or by virtue of ICANN's receipt of this application, ICANN's acceptance of the application fee, ICANN's consideration or other handling of this application, or statements made in connection with this or other applications ICANN receives.

B13. The applicant understands and agrees that it will acquire rights in connection with a top-level domain only in the event that it enters one or more written, duly signed agreements with ICANN, and that applicant's rights in connection with that top-level domain will be limited to those expressly stated in the written, duly signed agreements.


B14. In consideration of ICANN's review of the application:

B14.1. the applicant, for itself and each of its officers, directors, employees, consultants, attorneys, agents, partners, and joint venturers, hereby agrees that neither ICANN, nor any of its officers, directors, employees, consultants, attorneys, and agents, shall have any liability for its/his/her receipt, consideration, evaluation, analysis, or other activities in any way connected with this application; and

B14.2. the applicant hereby releases and forever discharges ICANN and each of its officers, directors, employees, consultants, attorneys, and agents from any and all claims and liabilities relating in any way to (a) any action or inaction by or on behalf of ICANN in connection with this application or (b) the establishment or failure to establish a new TLD.

B15. Please send an e-mail to the following address acknowledging receipt of this application:  
[INSTRUCTION: Please fill in the e-mail address to which an acknowledgement should be sent.]

By signing this transmittal form, the undersigned certifies, on his or her own behalf and on behalf of the applicant, that all information contained in this application, and all supporting documents included with this application, is true and accurate to the best of his/her/its knowledge and information. The undersigned and the applicant understand that any material misstatement or misrepresentation will reflect negatively on this application and may cause cancellation of any delegation of a top-level domain based on this application.

  
Signature

PAUL GARRIN  
Name (please print)

PRESIDENT  
Title

NAME.SPACE  
Name of Applicant

OCTOBER 1, 2000  
Date

Comments concerning the layout, construction and functionality of this site should be sent to [webmaster@icann.org](mailto:webmaster@icann.org).

Page Updated 1-September-00.

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**EXHIBIT B**



**Subject: Name.Space's Un-sponsored TLD Submission****Date:** Thu, 05 Oct 2000 10:46:08 -0700**From:** Louis Touton <touton@icann.org>**To:** pg@name-space.com

To: Paul Garrin

ICANN received Name.Space, Inc.'s TLD application for an un-sponsored top-level domain. The last paragraph of item B6 of the Un-sponsored TLD Application Transmittal Form was crossed out and the words "Do Not Agree" written over the paragraph.

The New TLD Application Instructions posted at <<http://www.icann.org/tlds/application-process-03aug00.htm>> state that one of the elements of a complete application is "[a] completed and signed Un-sponsored TLD Application Transmittal Form." (item I6.1)

Because the last paragraph of item B6. was crossed out, Name.Space, Inc.'s application is incomplete. ICANN is unwilling to consider the application on the basis of Name.Space's proposed changes to the terms of the transmittal form.

ICANN would like to offer Name.Space, Inc. an opportunity to correct this deficiency. Please fax a completed and signed Un-sponsored TLD Application Transmittal Form (without any changes or markings to its terms) to ICANN by 5:00 p.m. Pacific Time on Friday, October 6, 2000 and send the original of the completed and signed form to ICANN at its offices in Marina del Rey, CA by overnight courier for delivery no later than Saturday, October 7, 2000.

If ICANN does not receive a completed and signed Un-sponsored TLD Application Transmittal Form as described in the preceding paragraph, Name.Space, Inc.'s application will not be considered complete and ICANN will return the application, along with the application fee, to Name.Space, Inc.

Please note that Name.Space, Inc.'s application will receive no further review unless and until ICANN receives a completed, signed, and unaltered Un-sponsored TLD Application Transmittal Form as stated above. Accordingly, ICANN has not determined in what other ways, if any, Name.Space, Inc.'s application is incomplete.

Thank you for your attention to this matter.

Best regards,

Louis Touton  
ICANN Vice President

**EXHIBIT C**

# name.space, inc.

11 east 4th street, new york, ny 10003 usa 212.677.4080 fax 677.3603 internet: info@name-space.com

To: Louis Touton  
Vice President, ICANN  
4676 Admiralty Way Suite 330  
Marina Del Rey, California 90292-6601  
310.823.9358 fax 823.8649

Dear Louis Touton,

Thank you for your email regarding the Name.Space application to ICANN's TLD registry review.

Name.Space has every intention to comply with your request and to participate in the ICANN review process in good faith.


The purpose of the disagreement over the non-refundable \$50,000.00 fee was to focus on issues pertaining to that fee which Name.Space believes ICANN has neglected to articulate. Those issues are:

- 1) How was the amount of the fee determined?
- 2) What oversight was there over determining that amount?
- 3) What body provided oversight over the fairness of the fee?
- 4) If a proposal is not accepted in this round will there be further rounds of TLD registry review and approval?
- 5) If there are to be more rounds of TLD registry review, when will that be?
- 6) If a proposal is not accepted in this round and there are future rounds, will a balance left over from the costs of reviewing a proposal be carried over and applied to the next round?
- 7) Is it ICANN's intention to restrict the number of TLDs or does ICANN intend to expand the number of TLDs?
- 8) What does ICANN consider its concept of range of expansion if the answer to the above is "expand" the number of TLDs?
- 9) What timeline would be descriptive for reaching any limits on expansion, if ICANN seeks to impose limits on the number of TLDs?
- 10) What is ICANN's perception on the number of TLDs it will approve in this first round?

Our clients and investors would like to know the answers to these questions, as I am certain the public and the Congress would like to know the answers as well.

A sum of \$50,000.00 is not insignificant to small businesses and their investors. While we raised the funds to apply for ICANN review, many potential sponsors could not justify the cost or the risks involved given the unclear positions that the above questions seek to clarify. The prevailing opinion of potential sponsors who declined to fund the ICANN review process believed that \$50,000.00 is best spent paying salaries at Name.Space rather than funding an uncertain agenda of ICANN, especially when all indications point to the possibility that ICANN seeks to restrict rather than expand the number of TLDs. Your honest answers to the above may help to clarify the validity of the \$50,000.00 fee and the "no refund" policy as well as to articulate ICANN's position on whether it intends to restrict the number of TLDs or to expand them.

Sincerely,

  
Paul Garrin  
Founder/CEO  
Name.Space, Inc.

10.06.2000

**EXHIBIT D**



## TLD Application: Unsponsored TLD Application Transmittal Form

15 August 2000

### Unsponsored TLD Application Transmittal Form

An application is hereby made to operate the registry for an unsponsored top-level domain within the Internet Domain Name System (DNS).

B1. This application is made by:

[INSTRUCTION: list the full legal name, principal address, telephone and fax numbers, and e-mail address of the registry operator.]

NAME SPACE, INC.  
11 EAST 4<sup>th</sup> St. 2nd FLOOR FRONT  
NEW YORK, NY. 10003  
212.677.4080 FAX 212.677.3603  
EMAIL: info@name-space.com

B2. The person signing below certifies that he or she has full authority to make this application on behalf of the applicant and to make all agreements, representations, waivers, and undertakings stated in this transmittal form and accompanying materials. Copies of the documents demonstrating the authority are attached.

[INSTRUCTION: Attach directly to this transmittal form the documentation of the authority of the person signing. Place the legend "B2: Authorization" at the top of each page of these attachments.]

B3. All documents linked directly or indirectly from "TLD Application Process: Information for Applicants," posted at <http://www.icann.org/tlds/tld-application-process.htm> have been thoroughly reviewed on behalf of applicant. In particular, the following documents have been reviewed:

B3.1. New TLD Application Process Overview, posted at <http://www.icann.org/tlds/application-process-03aug00.htm>.

B3.2. New TLD Application Instructions, posted at <http://www.icann.org/tlds/application-instructions-15aug00.htm>.

B3.3. Criteria for Assessing TLD Proposals, posted at <http://www.icann.org/tlds/tld-criteria-15aug00.htm>.

The applicant understands that failure fully to follow instructions included in these documents will be a factor negatively affecting consideration of this application.

B4. This application consists of the following, in addition to this transmittal form:

B4.1. The Registry Operator's Proposal, with cover sheet and attachments and accompanying materials.  
[INSTRUCTION: With this transmittal form, submit a clearly labeled and separately bound Registry Operator's Proposal prepared by the registry operator.]

B4.2. A Description of TLD Policies, with cover sheet and attachments and accompanying materials.  
[INSTRUCTION: With this transmittal form, submit a clearly labeled and separately bound Description of TLD Policies prepared by the registry operator.]

B4.3. A Statement of Requested Confidential Treatment of Materials Submitted.  
[INSTRUCTION: Whether or not any confidential treatment is sought, please attach the Statement of Requested Confidential Treatment directly to this transmittal form. Place the legend "A5.4: Statement of Requested Confidential Treatment of Materials Submitted" at the top of every page of the statement.]

B4.4. Fitness Disclosure of Registry Operator.  
[INSTRUCTION: With this transmittal form, submit a clearly labeled and separately bound Fitness Disclosure prepared by

<http://www.icann.org/tlds/tld-app-unsponsored-transmittal-15aug00.htm>

the registry operator.]

B5. This application is accompanied by one or more 3 1/2" floppy diskettes (IBM high density) or a CD-ROM containing files with items B4.1 and B4.2 above. Each item is provided in a common word-processing format and in HTML format.

[INSTRUCTION: Submit the disk(s) with the application.]

B6. Check one:

This application is accompanied by a check, drawn on a United States bank and payable to the Internet Corporation for Assigned Names and Numbers (ICANN), in the amount of 50,000 United States dollars.

At least five business days before submitting this application, the applicant has sent 50,000 United States dollars by wire transfer according to item 18.2 of the New TLD Application Instructions. This application is accompanied by a wire transfer receipt or other document identifying the wire transfer.

The applicant understands and agrees that this \$50,000 is only an application fee to obtain consideration of this application; that the fee will not be refunded or returned in any circumstances (except if this application is not considered due to failure to reach agreement on terms for confidential treatment); that there is no understanding, assurance, or agreement that this application will be selected for negotiations toward entry of an agreement with a registry operator; or that, if this application is selected, the negotiations will lead to entry of such an agreement or establishment of a TLD as sought in this application. The applicant understands and acknowledges that ICANN has the right to reject all applications for new top-level domains that it receives and that there is no assurance that any additional top-level domain will ever be created in the future.

[INSTRUCTION: Be sure to include a valid check drawn on a United States bank in the full amount, or documentation of the wire transfer.]

B7. In the event multiple TLD strings are proposed in this application, the applicant understands (a) that all parts of the application must apply, without significant variation, to all of the strings and (b) that, if ICANN determines in its sole discretion that one or more parts (such as the Business Capabilities and Plan or the Description of TLD Policies) apply to different proposed TLD strings in a significantly different manner, the applicant may be required to elect which of the strings to pursue in this application.

B8. The applicant hereby authorizes ICANN to:

B8.1. contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to this application,

B8.2. take any other steps to verify, elaborate on, supplement, analyze, assess, investigate, or otherwise evaluate the information contained in this application or other information that, in ICANN's sole judgment, may be pertinent to this application,

B8.3. consult with persons of ICANN's choosing regarding the information in this application or otherwise coming into ICANN's possession.

B9. The applicant understands that difficulties encountered by ICANN in verifying, elaborating on, supplementing, analyzing, assessing, investigating, or otherwise evaluating any aspect within or related to this application may reflect negatively on the application. In consideration of ICANN's review of the application, the applicant hereby waives liability on the part of ICANN (including its officers, directors, employees, consultants, attorneys, and agents) for its (or their) actions or inaction in verifying the information provided in this application or in conducting any other aspect of its (or their) evaluation of this application. The applicant further waives liability on the part of any third parties who provide information to ICANN or its officers, directors, employees, consultants, attorneys, and agents in connection with the application.

B10. The applicant hereby authorizes ICANN (and its officers, directors, employees, consultants, attorneys, and agents) to publish on ICANN's web site, and to disclose or publicize in any other manner, all materials submitted to, or obtained or generated by, ICANN (or its officers, directors, employees, consultants, attorneys, and agents) in connection with the application, including ICANN's (or their) evaluations and analyses in connection with the application or ICANN's investigation or evaluation of the application, except to the extent set forth in a written and duly signed agreement between ICANN and the applicant on the terms for confidential treatment of particular materials or information submitted by applicant. The applicant grants ICANN and its officers, directors, employees, consultants, attorneys, and agents a license to use any copyright or other intellectual property that applicant may have in any portion of the application for this purpose.

B11. The applicant hereby gives ICANN permission to use the applicant's name and/or logo in ICANN's public announcements (including informational web pages) relating to top-level domain space expansion.

B12. The applicant hereby agrees, acknowledges, and represents that it has no legally enforceable right to acceptance or

any other treatment of this application or to the delegation in any particular manner of any top-level domain that may be established in the authoritative DNS root. It further agrees, acknowledges, and represents that it has no legally enforceable rights in, to, or in connection with any top-level domain by virtue of its preparation or submission of this application or by virtue of ICANN's receipt of this application, ICANN's acceptance of the application fee, ICANN's consideration or other handling of this application, or statements made in connection with this or other applications ICANN receives.

B13. The applicant understands and agrees that it will acquire rights in connection with a top-level domain only in the event that it enters one or more written, duly signed agreements with ICANN, and that applicant's rights in connection with that top-level domain will be limited to those expressly stated in the written, duly signed agreements.

B14. In consideration of ICANN's review of the application:

B14.1. the applicant, for itself and each of its officers, directors, employees, consultants, attorneys, agents, partners, and joint venturers, hereby agrees that neither ICANN, nor any of its officers, directors, employees, consultants, attorneys, and agents, shall have any liability for its/his/her receipt, consideration, evaluation, analysis, or other activities in any way connected with this application; and

B14.2. the applicant hereby releases and forever discharges ICANN and each of its officers, directors, employees, consultants, attorneys, and agents from any and all claims and liabilities relating in any way to (a) any action or inaction by or on behalf of ICANN in connection with this application or (b) the establishment or failure to establish a new TLD.

B15. Please send an e-mail to the following address acknowledging receipt of this application:

[INSTRUCTION: Please fill in the e-mail address to which an acknowledgement should be sent.]

By signing this transmittal form, the undersigned certifies, on his or her own behalf and on behalf of the applicant, that all information contained in this application, and all supporting documents included with this application, is true and accurate to the best of his/her/its knowledge and information. The undersigned and the applicant understand that any material misstatement or misrepresentation will reflect negatively on this application and may cause cancellation of any delegation of a top-level domain based on this application.

  
Signature

PAUL GARRIN  
Name (please print)

FOUNDER / CEO  
Title

NAME SPACE, INC.  
Name of Applicant

OCTOBER 6, 2000  
Date

Comments concerning the layout, construction and functionality of this site should be sent to [webmaster@icann.org](mailto:webmaster@icann.org).

Page Updated 1-September-00.

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