

TAB D

REGISTRY AGREEMENT

This REGISTRY AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a not-for-profit corporation, and NeuLevel, Inc., a Delaware, USA corporation.

I. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:

- 1.1. The "Authoritative Root-Server System" means the constellation of DNS root-nameservers specified, from time to time, in the file <ftp://ftp.internic.net/domain/named.root>.
- 1.2. The "Base Period," in the case of a TLD delegated within the Authoritative Root-Server System on the Effective Date, means a period beginning on the Commencement-of-Service Date and extending until the Expiration Date. In the case of a TLD not delegated within the Authoritative Root-Server System, the "Base Period" means a period beginning at the conclusion of the Ramp-Up Period and extending until the Expiration Date.
- 1.3. The "Commencement-of-Service Date" means the Effective Date, except that, in the case of a TLD not delegated within the Authoritative Root-Server System on the Effective Date, the Commencement-of-Service Date shall be the date on which the Registry TLD is first delegated within the Authoritative Root-Server System to nameservers designated by Registry Operator.
- 1.4. The "DNS" refers to the Internet domain-name system.
- 1.5. The "Effective Date" is the date on which this Agreement is first signed on behalf of both parties.
- 1.6. The "Expiration Date" is the date specified in Subsection 5.1.1, as it may be extended according to Subsection 5.1.2.
- 1.7. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.
- 1.8. An "ICANN-Accredited Registrar" is an entity or person accredited by ICANN to act as a registrar for domain names within the domain of the Registry TLD.
- 1.9. "Personal Data" refers to data about any identified or identifiable natural person.
- 1.10. The "Ramp-Up Period," in the case of a TLD not delegated within the Authoritative Root-Server System on the Effective Date, is the period beginning on the Commencement-of-Service Date and extending for one year.
- 1.11. "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 zone file (e.g., a registered but inactive name).

1.12. "Registry Data" means all Registry Database data maintained in electronic form, and shall include TLD 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.

1.13. "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.

1.14. "Registry Operator" refers to NeuLevel, Inc., a party to this Agreement, or any assignee of it under Subsection 5.11.

1.15. "Registry-Registrar Agreement" means an agreement between Registry Operator and an ICANN-Accredited Registrar with the provisions specified by Subsection 3.4.

1.16. "Registry Services" means services provided as an integral part of the operation of the Registry TLD, including all subdomains in which Registered Names are registered. In determining whether a service is integral to the operation of the Registry TLD, consideration will be given to the extent to which the Registry Operator has been materially advantaged in providing the service by its designation as such under this Agreement. The development of technology, expertise, systems, efficient operations, reputation (including identification as Registry Operator), financial strength, or relationships with registrars and third parties shall not be deemed an advantage arising from the designation. Registry Services include: receipt of data concerning registration of domain names and nameservers from registrars, provision to registrars of status information relating to the Registry TLD, dissemination of TLD zone files, operation of the Registry TLD 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 in the manner provided in Subsections 4.3 through 4.6. Registry Services shall not include the provision of nameservice for a domain used by a single entity under a Registered Name registered through an ICANN-Accredited Registrar.

1.17. "Registry TLD" refers to the .biz TLD.

1.18. "Service Term" means that portion of the Term of this Agreement commencing on the Commencement-of-Service Date.

1.19. "Term of this Agreement" begins on the Effective Date and continues until the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

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

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

2. ICANN OBLIGATIONS.

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

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

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

2.1.3. 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

2.1.4. 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.

2.2. Designation of Registry Operator. ICANN hereby designates Registry Operator as the sole operator for the Registry TLD during the Term of this Agreement.

2.3. Recognition in Authoritative Root-Server System. During the Term of this Agreement, Registry Operator may, by notifying ICANN, request (a) delegation of the Registry TLD to specified DNS nameservers and (b) changes in that delegation. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. The initial format and technical requirements are set forth in Appendix A. Changes to the format and technical requirements may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within five business days of the submission.

2.4. Recognition in the Root-Zone Contact Database. To the extent ICANN publishes contact data regarding TLDs, during the Term of this Agreement it will show the Registry TLD's operator as Registry Operator and the Registry TLD's administrative and technical contacts as requested from time to time by Registry Operator. Any such request must be made in a format, include the elements of contact data, and otherwise meet technical requirements, specified from time to time by ICANN. The initial requirements for these requests are set forth in Appendix B. Changes to the requirements for requests may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

2.5. Other Obligations of ICANN. During the Term of this Agreement, ICANN shall use commercially reasonable efforts to:

2.5.1. maintain, or cause to be maintained, a stable, secure, authoritative and publicly available database of relevant information regarding the delegation of the Registry TLD;

2.5.2. generate, or cause to be generated, authoritative and accurate root zone information from such database and operate, or cause to be operated, the Authoritative Root-Server System in a stable and secure manner;

2.5.3. maintain, or cause to be maintained, authoritative records and an audit trail regarding delegations of the Registry TLD and records related to these delegations; and

2.5.4. inform Registry Operator in a timely manner of any changes to ICANN's contact information.

2.6. Use of ICANN Name, Logo, and Website. 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 designated 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 operator, and (c) to link to pages and documents within the ICANN web site. No other use of ICANN's name or logo is licensed hereby. This license may not be assigned or sublicensed by Registry Operator.

3. REGISTRY OPERATOR OBLIGATIONS.

3.1. Obligation to Provide Registry Services. During the Service Term, Registry Operator shall operate, or cause to be operated, a registry of Registered Names that meets the functional specifications described by Subsection 3.2 and the performance specifications described by Subsection 3.3. Throughout the Term of this Agreement, Registry Operator shall be obligated to enter into a Registry-Registrar Agreement with any ICANN-Accredited Registrar seeking such an agreement on the terms specified by Subsection 3.4. Registry Operator shall commence providing Registry Services in the Registry TLD according to the registry start-up plan specified in Subsection 3.7 and, on the conclusion of that plan and throughout the remainder of the Term of this Agreement, shall continue providing Registry Services. Throughout the Service Term, Registry Operator shall provide Registry Services in compliance with any Registry-Registrar Agreement as provided in Subsection 3.4 that is then in effect.

3.2. Functional Specifications for Registry Services. All Registry Services provided by Registry Operator shall be provided under this Agreement and shall meet the functional specifications established by ICANN. The initial functional specifications are set forth in Appendix C. Non-material changes and additions to the functional specifications may be made by Registry Operator with prior written notice to ICANN and any affected ICANN-Accredited Registrars. All other changes and additions to the functional specifications may be made only with the mutual written consent of ICANN

and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.3. Performance Specifications for Registry Services. All Registry Services provided by Registry Operator shall meet the performance specifications and comply with the registrar service level agreement established by ICANN. The initial performance specifications are set forth in Appendix D and the initial service level agreement is set forth in Appendix E. Changes to the performance specifications or service level agreement may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.4. Registry-Registrar Agreements. During the Term of this Agreement, Registry Operator shall enter a Registry-Registrar Agreement with any ICANN-Accredited Registrar desiring to enter such an agreement. All Registry Services provided by Registry Operator for the Registry TLD shall be provided strictly in accordance with that Registry-Registrar Agreement:

3.4.1. Initially, the form of the Registry-Registrar Agreement shall be that attached as Appendix F.

3.4.2. The form of the Registry-Registrar Agreement may be revised (a) by Registry Operator with the written consent of ICANN, (b) by ICANN in the manner provided in Subsections 4.3 through 4.6, provided that any additional terms are within the topics set forth in Subsection 4.2, or, (c) with respect to the price charged registrars by Registry Operator for Registry Services, according to Subsection 3.4.3.

3.4.3. 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 (a) the same price shall be charged for services charged to all ICANN-Accredited Registrars (provided that volume adjustments may be made if the same opportunity to qualify for those adjustments is available to all ICANN-Accredited Registrars) and (b) the prices shall not exceed those set forth in Appendix G, as adjusted according to Subsections 3.14.5 and 4.4. Registry Operator shall charge no fee to anyone for Registry Services if such fee is not listed on Appendix G. For Registry Services (a) listed on Appendix G without a stated price or (b) introduced more than six months after the Commencement-of-Service Date, Registry Operator may propose to ICANN, no later than thirty days before the commencement of that service, the inclusion in Appendix G of an offering price for the Registry Service. The offering price for the Registry Service shall be included in Appendix G only upon the written consent of ICANN, which shall not be unreasonably withheld or delayed (ordinarily 30 days or less).

3.5. Fair Treatment of ICANN-Accredited Registrars.

3.5.1. Registry Operator shall provide all ICANN-Accredited Registrars that have Registry-Registrar Agreements in effect, 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.

3.5.2. 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.

3.5.3. 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 Subsection 3.6. This also shall not preclude an affiliate of Registry Operator from acting as a registrar with respect to the Registry TLD, provided that Registry Operator complies with the provisions of Subsections 3.5.4 and 3.5.5.

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

3.5.5. 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. The distribution of funds by Registry Operator to its debt or equity participants in accordance with their debt or equity participation shall not violate this Subsection 3.5.5.

3.5.6. With respect to its obligations under Subsections 3.5.1 through 3.5.5 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 for ICANN to promote compliance with Subsections 3.5.1 through 3.5.5 and Appendices H and I, and that 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 1 May 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.

3.6. 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:

3.6.1. 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 the written notice by Registry Operator to ICANN and written consent by ICANN, which shall not be unreasonably withheld.

3.6.2. Registry Operator may register the domain names listed on Appendix X (Part B) for its own use, provided that the total number of domain names listed on Appendix X does not exceed 5,000. 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.

3.6.3. 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.

3.6.4. Subsection 3.6 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.

3.7. Registration Start-Up Plan. Registry Operator shall commence provision of Registry Services for the Registry TLD, including the provision of nameservice for the Registry TLD, according to the schedule and procedures set forth in the registration start-up plan in Appendix J to this Agreement.

3.8. Registration Restrictions Within Registry TLD.

3.8.1. Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall reserve from registration the domain names specified by a schedule established by ICANN. The initial schedule is attached as Appendix K. Changes to the schedule may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.8.2. Registry Operator shall apply, monitor, and enforce the restrictions on registration in the Registry TLD established by ICANN in the manner established by ICANN. Appendix L sets forth the restrictions to be applied initially and Appendix M sets forth the manner by which these restrictions shall be applied, monitored, and enforced. Changes to the restrictions and the manner of their application, monitoring, and enforcement may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

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

3.9.1. to third parties — on the terms set forth in the TLD zone file access agreement established by ICANN. The initial 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

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

3.10. Publication by Registry Operator of Registry Data.

3.10.1. 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.10.2. To ensure operational stability of the registry, Registry Operator may temporarily limit access under Subsection 3.10.1 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. Such temporary limitations shall be applied in a non-arbitrary manner and shall apply fairly to all ICANN-Accredited Registrars.

3.10.3. In providing query-based public access to registration data as required by this Subsection 3.10, Registry Operator shall not impose terms and conditions on the 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.10.4. To comply with applicable statutes and regulations and for other reasons, ICANN may from time to time establish policies in the manner described by Subsections 4.3 through 4.6 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 3.10 and on the manner in which Registry Operator may make them available. In the event ICANN establishes any such policy, Registry Operator shall abide by it within the time allowed by Subsection 4.5.

3.10.5. 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:

3.10.5.1. 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.10.5.2. 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.11. Data Escrow. Registry Operator shall periodically deposit into escrow all Registry Data in an electronic format. 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. The escrow shall be held under an agreement, substantially in the form of Appendix S, among ICANN, Registry Operator, and the escrow agent. In the event that, after a good-faith search by ICANN and Registry Operator, no mutually approved escrow agent agrees to the terms of Appendix S, ICANN and Registry Operator shall, in conjunction with a mutually approved escrow agent, negotiate in good faith for a substitute escrow agreement.

3.12. 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 intended 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.

3.13. 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 supplied by or through registrars. In the event that Registry Data is released from escrow under Subsection 3.11, any rights held by Registry Operator in the data shall automatically be transferred on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

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

3.14.1. 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 3.14.5.

3.14.2. 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 to do any of the following: (a) to measure the size of a TLD's registry, at least once per year where feasible, 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, (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 registry operator's Fixed Registry-Level Fee, and (d) to provide that the number of domain names under administration for the .com, .net, and .org TLDs is the number of second-level domains within those TLDs. 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 the TLDs within the group is based on the combined size of the registries in the group.

3.14.3. 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.

3.14.4. Fee Caps. The Fixed Registry-Level Fee Cap shall be US \$80,000 per year until and including 30 June 2002; shall automatically increase by 15% on July 1 of each year beginning in 2002; and may be increased by a greater amount in the manner provided by Subsection 4.3. The sum of the Fixed Registry-Level Fees and the Variable Registry-Level Fees due to be paid in any year ending on any 30 June 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 30 June 2002; shall increase by 15% each fiscal year thereafter; and may be increased by a greater amount in the manner provided by Subsection 4.3.

3.14.5. 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 Subsection 4.4) 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.

3.15. Reports Provided to ICANN. Registry Operator shall provide the following periodic written reports to ICANN regarding the following:

3.15.1. Monthly Reports on Registry Operations. 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 withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.15.2. Data Related to Proof of Concept. Registry Operator shall, for the purpose of providing data concerning concepts to be proven by establishment of the Registry TLD, provide reports concerning the Registry TLD's operation on a schedule and with content specified in Appendix U.

4. PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.

4.1. Registry Operator's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Agreement, Registry Operator shall comply, in its provision of Registry Services, on the schedule provided in Subsection 4.5, with

4.1.1. new or revised specifications (including forms of agreement to which Registry Operator is a party) and policies established by ICANN as Consensus Policies in the manner described in Subsection 4.3,

4.1.2. in cases where:

4.1.2.1. this Agreement expressly provides for compliance with revised specifications or policies established in the manner set forth in one or more subsections of this Section 4; or

4.1.2.2. the specification or policy concerns one or more topics described in Subsection 4.2.

4.2. **Topics for New and Revised Specifications and Policies.** New and revised specifications and policies may be established on the following topics:

4.2.1. issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability, and/or operational stability of Registry Services, the DNS, or the Internet;

4.2.2. functional and performance specifications for the provision of Registry Services;

4.2.3. safety and integrity of the Registry Database;

4.2.4. procedures to avoid disruptions of registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving Registered Names affected by such a suspension or termination;

4.2.5. resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names;

4.2.6. principles for allocation of Registered Names (e.g., first-come/first-served, timely renewal, holding period after expiration);

4.2.7. prohibitions on warehousing of or speculation in domain names by registries or registrars;

4.2.8. maintenance of and access to accurate and up-to-date contact information for domain-name registrants;

4.2.9. 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., establishment of reservations of names from registration); and

4.2.10. registry policies reasonably necessary to implement Consensus Policies relating to registrars.

4.3. Manner of Establishment of New and Revised Specifications and Policies.

4.3.1. "Consensus Policies" are those specifications or policies established based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (a) action of the ICANN Board of Directors establishing the specification or policy, (b) 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 (c) 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 policy.

4.3.2. 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 establishing the policy. The decision of the panel shall be based on the report and supporting materials required by Subsection 4.3.1. In the event that Registry Operator seeks review and the Independent Review Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then Registry Operator must implement such policy unless it promptly seeks and obtains a stay or injunctive relief under Subsection 5.9.

4.3.3. If, following a decision by the Independent Review Panel convened under Subsection 4.3.2, 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 Subsection 5.9; provided, however, that Registry Operator must continue to implement the policy unless it has obtained a stay or injunctive relief under Subsection 5.9 or a final decision is rendered in accordance with the provisions of Subsection 5.9 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 Subsection 4.3.1.

4.3.4. 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 establishing the temporary specification or policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds ninety days, the Board shall reaffirm its temporary establishment every ninety days for a total period not to exceed one year, in order to maintain such specification or policy in effect until such time as it meets the standard set forth in Subsection 4.3.1. If the standard set forth in Subsection 4.3.1 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 temporary specification or policy, it will no longer be a "Consensus Policy."

4.3.5. 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."

4.3.6. In the event that, at the time the ICANN Board of Directors establishes a specification or policy under Subsection 4.3.1 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 4.3.2 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 specification or policy in the interim.

4.4. Pricing Adjustments Arising from New or Revised Specifications or Policies. The maximum prices stated in Appendix G 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 demonstrated increases in the net costs of providing Registry Services arising from (A) new or revised ICANN specifications or policies adopted after the Effective Date, or (B) 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 (A) or (B) above.

4.5. Time Allowed for Compliance. 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 Subsection 4.3 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 Subsection 4.3 in which to comply with that specification or policy, taking into account any urgency involved.

4.6. **Indemnification of Registry Operator.** 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, without limitation, 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 Subsection 4.6, ICANN may, at the time it establishes a specification or policy after the Effective Date giving rise to an indemnity obligation under this Subsection 4.6, 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 Subsection 4.6, in which case the reasonable cost to Registry Operator of such insurance shall be treated under Subsection 4.4 as a cost of providing Registry Services arising from the newly established ICANN specification or policy.

5. **MISCELLANEOUS PROVISIONS.**

5.1. **Expiration of this Agreement.**

5.1.1. The initial Expiration Date shall be five years after the Commencement-of-Service Date, except that, in the case of a TLD not delegated within the Authoritative Root-Server System on the Effective Date, the initial Expiration Date shall be five years after the end of the Ramp-Up Period. The Expiration Date may be extended as provided in Section 5.1.2.

5.1.2. The initial Expiration Date shall be extended by one year in the event that, on the date one year before the initial Expiration Date, Registry Operator has under management within the Registry TLD at least 19,827,980 Registered Names.

5.1.3. Registry Operator acknowledges and agrees that upon the earlier of (i) the Expiration Date or (ii) termination of this Agreement by ICANN pursuant to Subsection 5.4, it will cease to be the operator of the Registry TLD unless ICANN and Registry Operator enter a new registry agreement continuing Registry Operator's status as operator of the Registry TLD.

5.1.4. Upon conclusion of its status as operator of the Registry TLD, Registry Operator shall make all commercially reasonable efforts to cooperate with ICANN, and with any party designated by ICANN as successor operator, to facilitate prompt and smooth transition of the operation of the Registry TLD.

5.1.5. Registry Operator acknowledges and agrees that, except as expressly provided by this Agreement, it shall not acquire any right in the Registry TLD by

virtue of its operation of the Registry TLD or its provision of Registry Services hereunder.

5.2. Procedure for Subsequent Agreement.

5.2.1. Registry Operator may, no later than eighteen months prior to the initial Expiration Date, submit a written proposal to ICANN for the extension of this Agreement for an additional term (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. ICANN shall provide an initial response to the Renewal Proposal within thirty days of receiving it and, during a period of at least six months after receiving the Renewal Proposal, ICANN shall consider the Renewal Proposal and meet with Registry Operator to discuss the Renewal Proposal, but the decision whether to accept the Renewal Proposal shall be in ICANN's sole discretion.

5.2.2. Only after the six-month period described in Subsection 5.2.1 may ICANN call for competing proposals from potential successor registry operators for the Registry TLD. Registry Operator shall be eligible, to the same extent as similarly situated entities, to submit a proposal to such a call. To the extent that the Renewal Proposal demonstrates (i) substantial service in the interests of the Internet community, (ii) enhancement of competition for registration services, and (iii) enhancement of the utility of the DNS, such demonstration shall be among the specific factors considered in ICANN's evaluation of any competing proposals, but the choice from among competing proposals shall be in ICANN's sole discretion.

5.2.3. In the event a party other than the Registry Operator is selected as the successor registry operator for the Registry TLD upon the expiration of this Agreement, ICANN shall require the successor registry operator to pay to Registry Operator a Registry Operator Transfer Fee equal to the difference of:

5.2.3.1. the present value, at the Expiration Date (as extended, if applicable), computed using a discount rate equal to the London Inter-Bank Offer Rate ("LIBOR") (based on the term of renewal of the successor registry operator) plus three percent per annum, of the revenue stream that would be achieved by the successor registry operator from renewal fees during the term (not taking into account any extensions) of the successor registry operator's registry agreement for Registered Names on the Expiration Date that have not been continuously under registration during the entire Base Period, assuming that the domain-name registrations are renewed at the time of their expiration for a renewal term and at annual renewal fees and rates described in the next four sentences. The assumed renewal term, fees, and rates shall be based on actual experience within the Registry TLD during a period (the "Benchmark Period") consisting of the eighteen months immediately prior to the

Expiration Date. The assumed renewal term shall be the average total term by which registrations of Registered Names scheduled for expiration during the Benchmark Period are extended by renewal during the Benchmark Period. The assumed renewal rate shall be the percentage of names scheduled for expiration during the Benchmark Period that are extended by renewal at least once during the Benchmark Period. The assumed annual renewal fee shall be the lesser of (i) the maximum annual renewal fee that the successor registry operator may charge under its registration agreement and (ii) the average of the annual renewal fees charged by Registry Operator during the Benchmark Period; less

5.2.3.2. the present value, at the Expiration Date, computed using a discount rate equal to the LIBOR (based on the term of renewal of the successor registry operator) plus three percent per annum, of the expense stream that would result during the term (not taking into account any extensions) of the successor registry operator's registry agreement from continued registration of the registrations at the Expiration Date, with the same assumptions regarding renewal rates and terms set forth in Subsection 5.2.3.1 above. For purposes of this calculation, the annual expense of continued registration shall be assumed to be 45% of the assumed annual renewal fee stated in Subsection 5.2.3.1 above.

5.2.3.3. The calculation of present value shall be on a monthly basis with all renewals and expenses occurring in a given month assumed to occur at the end of the month. The Registry Operator Transfer Fee shall be paid, with interest per annum equal to the LIBOR plus three percent, from the Expiration Date, within nine months after the Expiration Date.

5.3. **Condition to Performance.** In the event that ICANN is unable, through use of commercially reasonable efforts, to have the Registry TLD delegated within the Authoritative Root-Server System to nameservers designated by Registry Operator within two years after the Effective Date, then this Agreement shall be automatically terminated without liability of either party to the other party and neither party shall have any further obligation hereunder. Thirty days in advance of such an automatic termination, either party may propose an extension of the time in which delegation must occur, and in that event the other party shall consult in good faith (but without obligation to agree) concerning the proposal. No extension of the time in which delegation must occur shall be effective unless embodied in a written amendment signed by authorized agents of both parties to this Agreement.

5.4. **Termination by ICANN.** This Agreement may be terminated before its expiration by ICANN in any of the following circumstances:

5.4.1. There was a material misrepresentation, material inaccuracy, or materially misleading statement, made with knowledge of its falsity, inaccuracy, or misleading nature or without reasonable cause to believe it was true, accurate, and not misleading, of then-existing fact or of Registry Operator's intention in its

application for the Registry TLD or any written material provided to or disclosed to ICANN by the Registry Operator in connection with the application. The foregoing shall not apply to projections or forward-looking statements (other than statements, not made in good faith, about Registry Operator's intentions) in the application or materials.

5.4.2. Registry Operator:

5.4.2.1. 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

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

5.4.3. 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.

5.4.4. Registry Operator fails to cure any material breach of this Agreement (other than a failure to comply with a Consensus Policy adopted by ICANN during the Term of this Agreement as to which Registry Operator has obtained a stay under Subsection 5.9) within fifteen business days (or such longer reasonable period as may be necessary using best efforts to cure such breach) after ICANN gives Registry Operator written notice of the breach.

5.4.5. Registry Operator's action or failure to act has been determined by arbitration under Subsection 5.9 to be in violation of this Agreement and Registry Operator continues to act or fail to act in the manner that was determined to violate this Agreement for a period stated in the arbitration decision, or if no period is stated, fifteen business days.

5.4.6. Registry Operator acts or continues acting in a manner that ICANN has reasonably determined endangers the operational stability of Registry Services, the DNS, or the Internet after receiving three days notice of that determination.

5.4.7. 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.

5.4.8. Registry Operator becomes bankrupt or insolvent.

This Agreement may be terminated in the circumstances described in Subsections 5.4.1 through 5.4.7 above only upon thirty calendar days written notice to Registry Operator (in the case of the circumstances described in Subsections

5.4.4, 5.4.5, and 5.4.6 occurring after Registry Operator's failure to cure), with Registry Operator being given an opportunity during that time to initiate arbitration under Subsection 5.9 to determine the appropriateness of termination under this Agreement. In the event Registry Operator initiates arbitration concerning the appropriateness of termination by ICANN, Registry Operator may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. If Registry Operator acts in a manner that ICANN reasonably determines endangers the operational stability of Registry Services, the DNS, or the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five calendar days pending ICANN's application for more extended injunctive relief under Subsection 5.9. This Agreement may be terminated immediately upon notice to Registry Operator in the circumstance described in Subsection 5.4.8.

5.5. Representations and Warranties of Registry Operator. Registry Operator represents and warrants to ICANN that:

5.5.1. it is a corporation duly organized, validly existing, and in good standing under the laws of Delaware, USA;

5.5.2. it has all requisite organizational power and authority to execute, deliver and perform its obligations under this Agreement;

5.5.3. the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator; and

5.5.4. subject to Subsection 5.3, no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

5.6. Additional Covenants of Registry Operator. Throughout the Term of the Agreement, Registry Operator shall comply, in all material respects, with the covenants contained in Appendix W.

5.7. Indemnification of ICANN. Registry Operator shall indemnify, defend, and hold harmless ICANN (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 out of or relating to: (a) the selection of Registry Operator to operate the Registry TLD; (b) the entry of this Agreement; (c) establishment or operation of the Registry TLD; (d) Registry Services; (e) collection or handling of Personal Data by Registry Operator; (f) any dispute concerning registration of a domain name within the domain of the Registry TLD; and (g) duties and obligations of Registry Operator in operating the Registry TLD; provided that, with respect to items (b) through (g) only, Registry Operator shall not be obligated to indemnify, defend, or hold harmless

ICANN to the extent of ICANN's indemnification of Registry Operator under Subsection 4.6 and provided further that, with respect to item (g) only, Registry Operator shall not be obligated to indemnify, defend, or hold harmless ICANN to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN of any obligation contained in this Agreement. For avoidance of doubt, nothing in this Subsection 5.7 shall be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement.

5.8. Indemnification Procedures. If any third-party claim is commenced that is indemnified under Subsections 4.6 or 5.7, notice thereof shall be given to the indemnifying party as promptly as practicable. If, after such notice, the indemnifying party acknowledges its obligation to indemnify with respect to such claim, then the indemnifying party shall be entitled, if it so elects, in a notice promptly delivered to the indemnified party, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. The indemnified party shall cooperate, at the cost of the indemnifying party, in all reasonable respects with the indemnifying party and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting the indemnifying party other than the payment of money in an amount that is indemnified shall be entered into without the consent of the indemnified party. If the indemnifying party does not assume full control over the defense of a claim subject to such defense in accordance with this Subsection, the indemnifying party may participate in such defense, at its sole cost and expense, and the indemnified party shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party.

5.9. Resolution of Disputes Under This Agreement. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Subsection 5.9 pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language 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 ICC. 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 ICC 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 (as provided in the remainder of this Subsection),

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 a temporary stay or 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.

5.10. 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 Subsection 3.14. 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.

5.11. Assignment. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party. Notwithstanding the foregoing, a party may assign this Agreement by giving written notice to the other party in the following circumstances: (a) Registry Operator may assign this Agreement as part of the transfer of its registry business if such transfer and assignment are approved in advance by ICANN pursuant to its procedures, and (b) ICANN may, assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another non-profit corporation organized for the same or substantially the same purposes as ICANN or (ii) as required by Section 5 of Amendment 1 (dated 10 November 1999) to the 25 November 1998 Memorandum of Understanding between ICANN and the United States Department of Commerce.

5.12. 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.

5.13. 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, lightning, 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 its best efforts to avoid or remove such causes of nonperformance as soon as possible.

5.14. 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.

5.15. Notices, Designations, and Specifications. All notices (including determinations, designations, and specifications) 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 an 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.

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:

NeuLevel, Inc.
Loudoun Tech Center
45980 Center Oak Plaza
Sterling, Virginia 20166
Telephone: 1/571/434-5450
Facsimile: 1/571/434-5786
Attention: VP of Policy and Industry Relations

With a copy, addressed to:

NeuLevel, Inc.
Loundoun Tech Center
45980 Center Oak Plaza
Sterling, Virginia 20166
Telephone: 1/571/434-5450
Facsimile: 1/571/434-5786
Attention: General Counsel

5.16. 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.

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

5.18. 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.

5.19. Counterparts. 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.

5.20. 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 a conflict between the provisions in the body of this Agreement (Section 1 to Subsection 5.20) and any provision in its Appendices, the provisions in the body of the Agreement shall control.

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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: May 11, 2001

NEULEVEL, INC.

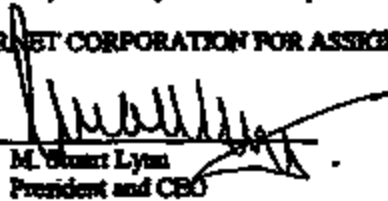
By: 
Doug Armentrout
Chief Executive Officer

Date: May 11, 2001

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

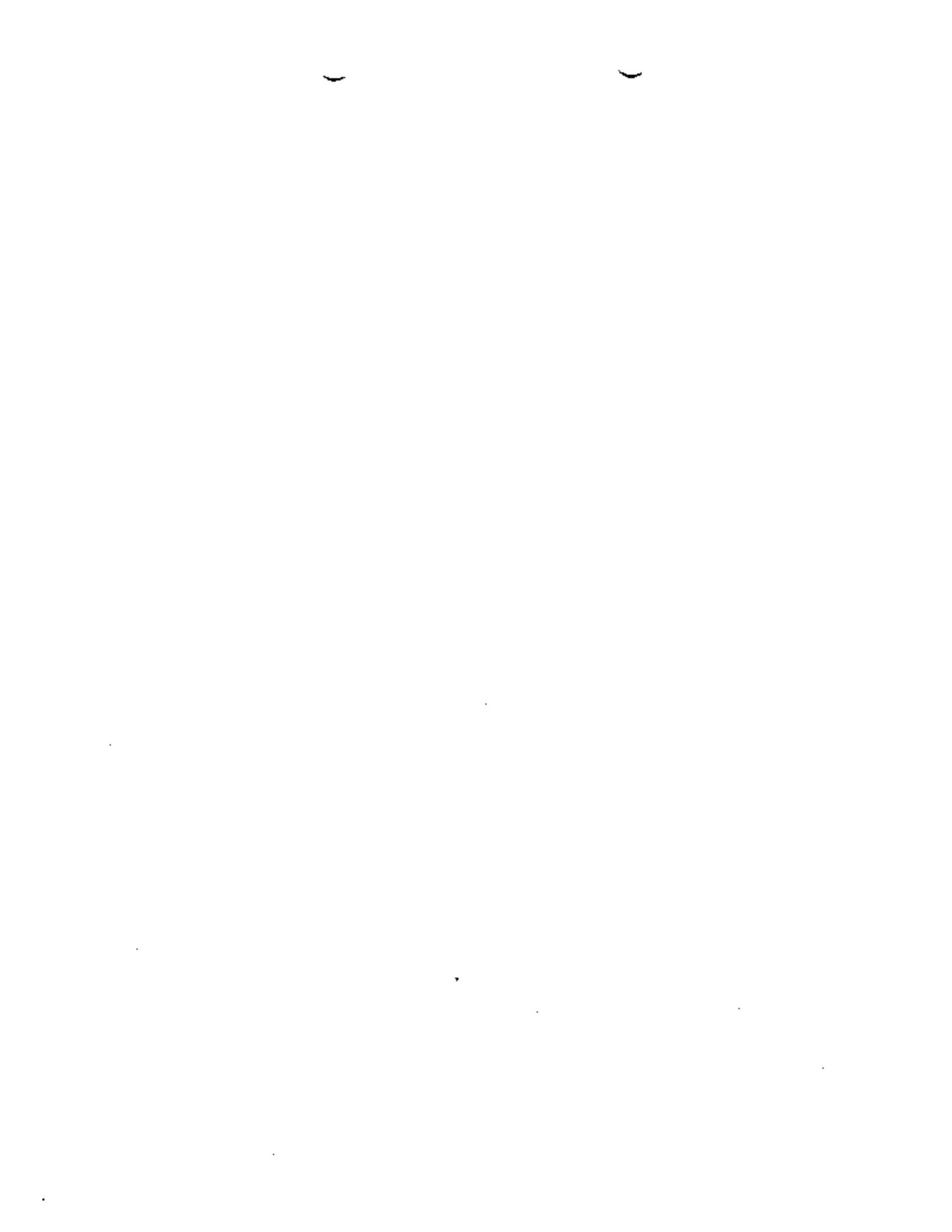
Date: May 11, 2001

NEULEVEL, INC.

By: _____

Doug Arneson
Chief Executive Officer

Date: May 11, 2001



REGISTRY-REGISTRAR AGREEMENT

This Registry-Registrar Agreement (the "Agreement") is between NeuLevel, Inc., a Delaware corporation, with its principal place of business located at Loudoun Tech Center, 45980 Center Oak Plaza, Sterling, VA 20166 ("Registry Operator"), and [Registrar's name], a [jurisdiction and type of organization], with its principal place of business located at [Registrar's location] ("Registrar").

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .info top-level domain;

WHEREAS, multiple registrars will provide Internet domain name registration services within the .info top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .info top-level domain.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the XRP, with the Registry System.
- 1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within 15 days of the disclosure.
- 1.3. "DNS" means the Internet domain name system.
- 1.4. The "Effective Date" shall be the date on which the Agreement is first executed by both parties.
- 1.5. "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- 1.6. "Personal Data" refers to data about any identified or identifiable natural person.

- 1.7. "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).
- 1.8. "Registered Name Holder" means the holder of a Registered Name.
- 1.9. The "Registrar Tool Kits" shall mean the Tool Kits set forth in Exhibit A. The Registrar Tool Kits shall be comprised of the Domain Name Application Service and the Registry Live Tool Kits.
- 1.10. "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN dated [date of Registry Agreement] for the operation of the Registry TLD.
- 1.11. "Registry TLD" means the .biz TLD.
- 1.12. "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.
- 1.13. "Registry Services" means services provided as an integral part of the operation of the Registry TLD, including all subdomains in which Registered Names are registered. In determining whether a service is integral to the operation of the Registry TLD, consideration will be given to the extent to which the Registry Operator has been materially advantaged in providing the service by its designation as such under this Agreement. The development of technology, expertise, systems, efficient operations, reputation (including identification as Registry Operator), financial strength, or relationships with registrars and third parties shall not be deemed an advantage arising from the designation. Registry Services include: receipt of data concerning registration of domain names and nameservers from registrars, provision to registrars of status information relating to the Registry TLD, dissemination of TLD zone files, operation of the Registry TLD zone servers, dissemination of contact and other information concerning domain-name and nameserver registrations in the Registry TLD.
- 1.14. The "Registry System" means the registry system operated by Registry Operator for Registered Names in the Registry TLD.
- 1.15. "Term" means the term of this Agreement, as set forth in Subsection 8.1.
- 1.16. "XRP" means the extensible registry-registrar protocol used by the Registry System.

1.17. A "TLD" means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. **Access to Registry System.** Throughout the Term of this Agreement, Registry Operator shall provide Registrar with access as a registrar to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

2.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry Operator requirements authorized by ICANN, Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. **Provision of Tool Kits; License.**

2.3.1. **Domain Name Application Service Tool Kit.** Until the expiration of the Domain Name Application Service (as set forth in Appendix J to the Registry Agreement), Registry Operator shall provide to Registrar a copy of the Domain Name Application Service Tool Kit no later than five business days after the Effective Date. Such Domain Name Application Service Tool Kit shall provide sufficient technical specifications to allow Registrar to interface with the Domain Name Application Service portion of the Registry System and employ its features that are available to Registrars; provided that if the Effective Date occurs prior to the date that Registry Operator has made the Domain Name Application Service Tool Kit available to .biz accredited Registrars generally ("DNAS Availability Date"), and such date is prior to the expiration of the Domain Name Application Service, Registry Operator shall provide to Registrar a copy of the Domain Name Application Service Tool Kit, no later than five (5) business days after the DNAS Availability Date.

2.3.2. **Registry Live Tool Kit.** No later than five business days after the Effective Date, Registry Operator shall provide to Registrar a copy of the Registry Live Tool Kit, which shall provide sufficient technical specifications to allow Registrar to interface with the Registry Live portion of the Registry System and employ its features that are available to Registrars; provided that if the Effective Date occurs prior to the date that Registry Operator has made the Registry Live Tool Kit available to .biz accredited Registrars generally ("Live Availability Date"), Registry Operator shall provide to Registrar a copy of the Registry Live Tool Kit, no later than five (5) business days after the Live Availability Date.

2.3.3. **License.** Subject to the terms and conditions of this Agreement Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the term and purposes of this Agreement the XRP, APIs and any reference client software included in the Registrar Tool Kits, as well as updates and redesigns thereof, for providing domain name registration services in the Registry TLD only and for no other purpose.

2.4. **Changes to System.** Registry Operator may from time to time make modifications to the RRP, APIs, or other software or materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the XRP, APIs or software licensed hereunder.

2.5. **Engineering and Customer Service Support.** Registry Operator shall provide Registrar with engineering and customer service support as set forth in Exhibit B.

2.6. **Handling of Personal Data.** Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected, the intended 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.

2.7. **ICANN Requirements.** Registry Operator's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

3. OBLIGATIONS OF REGISTRAR

3.1. **Accredited Registrar.** During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD, by either, at the sole discretion of ICANN, amending its existing ICANN Accreditation Agreement with ICANN ("Accreditation Agreement") to apply to Registry Operator, or by signing a new Accreditation Agreement with ICANN that applies to Registry Operator.

3.2. **Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

- 3.3. **Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The initial form of Registrar's registration agreement is attached as Exhibit C (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is furnished to the Registry Operator three business days in advance of the use of such amended registration agreement. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.
- 3.4. **Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and 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 out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.
- 3.5. **Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD.
- 3.6. **Security.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure.

- 3.7. **Resolution of Technical Problems.** 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 use of the XRP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend access to the System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.
- 3.8. **Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.
- 3.9. **Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the policy set forth in Exhibit D. When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with the requirements of Exhibit D.
- 3.10. **Compliance with Terms and Conditions.** Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, all of the following:
- 3.10.1. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
- 3.10.2. Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Registry Operator to Registrar.
- 3.10.3. Operational standards, policies, procedures, and practices for the IP Claim service are set forth in Exhibit I.
- 3.11. **Restrictions on Registered Names.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

4. FEES

- 4.1. Amount of Registry Operator Fees.** Registrar agrees to pay Registry Operator the fees set forth in Exhibit F for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right to revise the Fees prospectively upon thirty days notice to Registrar, provided that such adjustments are consistent with Registry Operator's Registry Agreement with ICANN. As one element of the fees, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 3.14.5 of the Registry Agreement.
- 4.2. Payment of Registry Operator Fees.** In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by Registry Operator, which acceptance will not be unreasonably withheld so long as payment is assured. All fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by Registry Operator to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. Registry Operator shall provide monthly invoices to the Registrar.
- 4.3. Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with Registry Operator, Registry Operator may do any or all of the following: (a) stop accepting new initial or renewal registrations from Registrar; (b) delete the domain names associated with any negative balance incurred from the Registry database; and (c) pursue any other remedy under this Agreement.
- 4.4. Parity of ICANN Support Fees.** Registry Operator may pay Variable Registry-Level Fees to ICANN under Subsection 3.14.2 of its Registry Agreement with ICANN. In consideration of Registry-Operator's payment of these fees, Registrar provides the following assurance of parity of support of ICANN among TLDs: For any period in which (a) Registry Operator pays ICANN Variable Registry-Level Fees for the Registry TLD; (b) Registrar is not required to pay ICANN an on-going component of registrar accreditation fees for accreditation as a registrar in the Registry TLD; (c) the Registry Operator for the .com, .net, and .org is not obligated by its Registry Agreement with ICANN to pay ICANN Variable Registry-Level Fees; and (d) Registrar is accredited by ICANN as a registrar in the .com, .net, and .org TLDs, Registrar hereby gives its express approval of an on-going component of its Registrar accreditation fees for .com, .net, and .org TLDs that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by Registry Operator to ICANN with respect to the Registry TLD.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1. Use of Confidential Information.** During the Term of this Agreement, each party (the "Disclosing Party") may be required to disclose its Confidential

Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

- 5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
- 5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
- 5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
- 5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- 5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
- 5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (a) is disclosed with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure; or (d) is independently developed by the Receiving Party without use of the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure.
- 5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority,

at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

- 5.1.8. The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

5.2 Intellectual Property.

5.2.1. Subject to Subsection 3.5, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, or its suppliers and/or licensees, shall own all right, title and interest in and to the XRP, API's, Registrar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

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

6. INDEMNITIES AND LIMITATION OF LIABILITY

- 6.1. **Indemnification.** Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any affiliate of Registry Operator based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) 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; provided, however, that in any such case: (a) Registry Operator provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for its actual and reasonable costs

incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

- 6.2. **Limitation of Liability.** EXCEPT AS PROVIDED IN SUBSECTION 6.3 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES FOR ANY VIOLATIONS OF THIS AGREEMENT.
- 6.3. **Performance Credits.** In the event Registry Operator fails to meet the performance specifications set forth in Exhibit G of this Agreement, Registry Operator shall provide a credit to Registrar in an amount equal to its proportionate share of applicable performance credits set forth in Exhibit H to this Agreement. Such performance credits shall constitute the sole and exclusive remedy available to Registrar with regard to Registry Operator's failure to meet the performance and specifications.

7. DISPUTE RESOLUTION

- 7.1. **Dispute Resolution.** Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in the Commonwealth of Virginia, 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 ICC. 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 ICC 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. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court in the eastern district of the Commonwealth of Virginia, 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 a Party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement.

8. TERM AND TERMINATION

- 8.1. **Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last expiration of the Registry Agreement. In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.
- 8.2. **Termination.** This Agreement may be terminated as follows:
- 8.2.1. **Termination For Cause.** In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.
- 8.2.2. **Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving Registry Operator thirty days notice of termination.
- 8.2.3. **Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
- 8.2.4. **Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 9.1.1.
- 8.2.5. **Termination in the Event of Insolvency or Bankruptcy.** Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.3.1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.

8.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

8.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

8.3.4. All fees owing to Registry Operator shall become immediately due and payable.

8.4. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 5.1, 5.2, 6.1, 6.2, 7.1, 8.3.3, 8.3.4, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, 9.11 and 9.13 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Assignment to Successor Registry Operator. In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

9.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to

the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

9.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

9.2. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If to Registry Operator:

NeuLevel, Inc.
Loudoun Tech Center
45980 Center Oak Plaza
Sterling, VA 20166
Attn: VP of Policy and Industry Relations
phone:
fax:

with a copy to:

NeuLevel, Inc.
Loundoun Tech Center
45980 Center Oak Plaza
Sterling, VA 20166
Attn: General Counsel
phone:
fax:

9.3. Representations and Warranties.

- 9.3.1. **Registrar.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of the _____, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.
- 9.3.2. **Registry Operator.** Registry Operator represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.
- 9.3.3. **Disclaimer of Warranties.** THE XRP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE XRP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S

REQUIREMENTS, OR THAT THE OPERATION OF XRP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE XRP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE XRP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE XRP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

- 9.4. **Insurance.** During the Term of this Agreement, and any renewal Terms, Registrar shall have in place US \$1,000,000 in comprehensive legal liability insurance from a reputable insurance provider with an A.M. Best rating of "A" or better. Such Insurance shall be used to indemnify and hold harmless Registry Operator and its employees, directors, officers, representatives, agents and affiliates from all costs and damages (including reasonable attorneys' fees) which it may suffer by reason of Registrar's failure to indemnify Registry Operator as provided above. Registrar shall provide a copy of the insurance policy to Registry Operator upon Registry Operator's reasonable request.
- 9.5. **Third-Party Beneficiaries.** The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar acknowledges that nothing in this Agreement shall confer upon Registrar the status of an intended third-party beneficiary of the Registry Agreement.
- 9.6. **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.
- 9.7. **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, lightning, explosion, flood, subsidence, weather of exceptional severity, equipment or facilities shortages which are being experienced by

providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, 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.

- 9.8. **Amendments.** Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.
- 9.9. **Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 9.10. **Attorneys' Fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).
- 9.11. **Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- 9.12. **Further Assurances.** Each party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 9.13. **Entire Agreement.** This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations,

statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

- 9.14. **Counterparts.** 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 executed this Agreement as of the date set forth in the first paragraph hereof.

NeuLevel, Inc.

[Registrar]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

REGISTRAR TOOL KIT

Registry-Registrar Software Development Kit includes:

1. **Software Development Kit for Domain Name Application Service**
 - Secure ftp client
 - Reference client implementation:
 - TCL
 - Interface definition:
 - ABNF
 - XML schema
 - Registry Operational Profile (our extensions)
 - Authentication and Encryption guidelines

2. **Software Development Kit for Registry Live**
 - Reference client implementations:
 - Java
 - Language bindings
 - Interface Definition Language (IDL)
 - Interface definition:
 - ABNF
 - XML schema
 - Registry Operational Profile (our extensions)
 - Authentication and Encryption guidelines
 - Epp "feature freeze" drafts
 - Epp test plan and coverage matrix
 - Java, API documentation

ENGINEERING AND CUSTOMER SERVICE SUPPORT

During the Term of this Agreement, Registry Operator will provide reasonable telephone and electronic customer support to Registrar, not Registered Name holders or prospective customers of Registrar, for non-technical issues solely relating to the Registry System and its operation. Registry Operator will provide Registrar with a telephone number and e-mail address for such support during implementation of the XRP, APIs and Software. While e-mail and FAQs are the primary method of help, Registry Operator will provide support on a 7-day/24-hour basis. Registry Operator will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

The Registry Operator provides a clear, concise and efficient deliberation of customer support responsibilities. Registrars provide support to registrants and registries provide support for Registrars. This allows the Registry to focus its support on the highly technical and administratively complex issues that arise between the Registry and the Registrar.

Technical Help Systems

NeuLevel will provide the Registrars with the following types of technical support:

- Web-based self-help services, including:
 - Knowledge bases
 - Frequently asked questions
 - White papers
 - Downloads of XRP client software
 - Support for email messaging
- Telephone support from our central Help Desk
- Fee-based consulting services.

Web Portal

Registry Operator will implement a secure Web-based multimedia portal to help support registrar operations. To obtain access to our Web-based services, a registrar must register his registrants with us, and must have implemented our security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. The home page of the web portal will include a notice to registrars of planned outages for database maintenance or installation of software upgrades. This notification will be posted 30 days prior to the event in addition to active notification including phone calls and email. We will also record outage notifications in the help desk database to facilitate compliance with the service-level agreement. Finally, seven days and again two days prior to the scheduled event, we will use both an email and a Web-based notification to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from NeuLevel's public Web site, which will describe our TLD service offerings and list ICANN-certified registrars providing domain-name services.

Central Help Desk

In addition to implementing the Web site, we will provide telephone support to our registrars through our central Help Desk. Access to the help desk telephone support is through an automatic call distributor that routes each call to the next available customer support specialist. We will authenticate callers by using caller ID and by requesting a pre-established pass phrase that is different for each registrar. Requests for assistance may also come to the Help Desk via email, either directly or via the secure Web site. The Help Desk's three tiers of support are:

Tier-1 Support. Telephone support to registrars who normally are calling for help with customer domain-name problems and such other issues such as XRP implementation or billing and collection. Problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support. Support provided by members of the technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving escalated Tier 1 problems with XRP implementation and billing and collection, Tier 2 staff provides technical support in system tuning and workload processing.

Tier 3 Support. Complex problem resolution provided by on-site maintenance technicians, third party systems and software experts, and vendors, depending on the nature of the problem.

In turn, the Help Desk uses an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database documents the status of requests and tickets, and notifies the Help Desk when an SLA threshold is close to being breached. Each customer-support and technical support specialist uses our problem management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and a root-cause analysis.

Escalation Policy

Our escalation policy defines procedures and timelines for elevating problems either to functional experts or to management for resolution if they not resolved within the escalation-policy time limits. The following table is an overview of our escalation policy.

Level	Description	Escalation Policy	Notification
1	Catastrophic outage affecting overall registry operations	Data-center manager escalates to NeuLevel management and Disaster-Recovery Team if not resolved in 15 minutes	Web portal and e-mail notifications to all Registrars within 15 minutes; updates every 30 minutes

II	Systems outage affecting one or two registrar sessions but not the entire system	Systems engineer escalates to data-center manager if not resolved in one hour	Web-portal notification to all registrars; hourly updates
III	Technical questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved in two hours	Hourly updates to registrar via e-mail
IV	Basic questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved within four hours	Hourly updates to registrar via e-mail

Staffing

Initially, Registry Operator will staff its Help Desk with a complement of customer service specialists. We will add staff as necessary to respond to incoming requests within the service-level agreement. Customer-service specialists will obtain assistance from Registry Operator's technical staff for any problems that cannot be resolved in one phone call.

Test and Evaluation Facility

Registry Operator will establish an operational test-and-evaluation facility that will be available for Registrars to test their client XRP system. Our technical-support team, which consists of functional experts in the processes and technologies for domain-name registration, will support the registrars' testing.

Once each new Registrar is satisfied that its system is compatible with the registry system, it will schedule a formal acceptance test that will be monitored by our system engineer. After a registrar has passed the acceptance test, we will issue its user id, passwords, and digital certificates, and the Registrar can begin operations.

Customer Satisfaction Survey

To determine Registrars' satisfaction with Registry Services, Registry Operator will implement a Web-based customer-satisfaction survey that will consist of a set of survey questions with responses ranging from one to five on the Likert Scale. We will tabulate the results and publish them on the Web site.

To further verify the quality of our customer services, Registry Operator will commission a biannual customer-satisfaction survey by an independent third party.

REGISTRAR'S REGISTRATION AGREEMENT

[To be supplied by Registrar]

POLICY ON TRANSFER OF SPONSORSHIP OF REGISTRATIONS BETWEEN REGISTRARS

A. Holder-Authorized Transfers.

Registrar Requirements.

The registration agreement between each Registrar and its Registered Name Holder shall include a provision explaining that a Registered Name Holder will be prohibited from changing its Registrar during the first 60 days after initial registration of the domain name with the Registrar. Beginning on the 61st day after the initial registration with the Registrar, the procedures for change in sponsoring registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the Registrar sponsoring the domain name registration.

For each instance where a Registered Name Holder wants to change its Registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining Registrar shall:

- 1) Obtain express authorization from an individual who has the apparent authority to legally bind the Registered Name Holder (as reflected in the database of the losing Registrar).
 - a) The form of the authorization is at the discretion of each gaining Registrar.
 - b) The gaining Registrar shall retain a record of reliable evidence of the authorization.
- 2) In those instances when the Registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:
 - a) A bilateral agreement between the parties.
 - b) The final determination of a binding dispute resolution body.
 - c) A court order.
- 3) Request, by the transmission of a "transfer" command as specified in the Registrar Tool Kit, that the Registry database be changed to reflect the new Registrar.
 - a) Transmission of a "transfer" command constitutes a representation on the part of the gaining Registrar that:

- (1) the requisite authorization has been obtained from the Registered Name Holder listed in the database of the losing Registrar, and
- (2) the losing Registrar will be provided with a copy of the authorization if and when requested.

In those instances when the Registrar of record denies the requested change of Registrar, the Registrar of record shall notify the prospective gaining Registrar that the request was denied and the reason for the denial.

Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to:

- 1) Situations described in the Domain Name Dispute Resolution Policy
- 2) A pending bankruptcy of the Registered Name Holder
- 3) Dispute over the identity of the Registered Name Holder
- 4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar

In all cases, the losing Registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."

Registry Requirements.

Upon receipt of the "transfer" command from the gaining Registrar, Registry Operator will transmit an e-mail notification to both Registrars.

Registry Operator shall complete the "transfer" if either:

- 1) the losing Registrar expressly "approves" the request, or
- 2) Registry Operator does not receive a response from the losing Registrar within five (5) days.

When the Registry's database has been updated to reflect the change to the gaining Registrar, Registry Operator will transmit an email notification to both Registrars.

Records of Registration.

Each Registered Name Holder shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which the Registered Name Holder enters into a contract for registration services.

Effect on Term of Registration.

The completion by Registry Operator of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years.

B. ICANN-Approved Transfers.

Transfer of the sponsorship of all the registrations sponsored by one registrar as the result of acquisition of that Registrar or its assets by another Registrar may be made according to the following procedure:

- (a) The gaining Registrar must be accredited by ICANN for the Registry TLD and must have in effect a Registry-Registrar Agreement with Registry Operator for the Registry TLD.
- (b) ICANN must certify in writing to Registry Operator that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a Registrar.

Upon satisfaction of these two conditions, Registry Operator will make the necessary one-time changes in the registry database for no charge, for transfers involving 50,000 name registrations or fewer, provided that the data to be transferred to Registry Operator is in the form specified by Registry Operator as may be reasonably approved by ICANN ("Approved Format"). If the transfer involves registrations of more than 50,000 names, and the data to be transferred to Registry Operator is in the Approved format, Registry Operator will charge the gaining registrar a one-time flat fee of US\$ 50,000. If the data to be transferred is not in the Approved Format, the Registry Operator may charge a reasonable fee in connection with the cost associated with reformatting such data.

**REGISTRY OPERATOR'S OPERATIONAL STANDARDS,
POLICIES, PROCEDURES, AND PRACTICES**

I. Registration Requirements

Before the Registry Operator will accept applications for registration from Registrar, all domain name applicants in the .biz TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with the Registrar ("Registrar"), in accordance with the ICANN Registrar Accreditation Agreement ("Accreditation Agreement") and this Agreement. Such electronic or paper registration agreement shall include, at a minimum, the following certifications:
 - a) The data provided in the domain name registration application is true, correct, up to date and complete; and
 - b) The registrant will keep the information provided above up to date.
2. Certify in the Registration Agreement that to the best of its knowledge:
 - a) The registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation.
 - b) The domain name registrant has the authority to enter into the registration agreement; and
 - c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

II. Incorporation of .Biz Dispute Resolution Services

In addition, Registrar agrees to incorporate the following text (or translation of such text into relevant language) into their Registration Agreement:

"The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (i) The Uniform Domain Name Dispute Resolution Policy, available at <URL>;
- (ii) The Start-up Dispute Resolution Policy ("SUDRP"), available at <URL>; and

(iii) **The Restrictions Dispute Resolution Criteria and Rules, available at <URL>."**

The SUDRP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by Registrant that is subject to the Start-up Intellectual Property Notification Service ("SIPNS"). SIPNS is a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the SUDRP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

III. Reservation

Registry Operator reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to freeze a domain name during resolution of a dispute.

REGISTRATION FEES

- **Domain Name Application Fees (Phase 1).** Registrar agrees to pay the non-refundable amounts as set forth below:

US \$2.00 Per Domain Name Application Submission

- **Initial Registration.** Registrar agrees to pay the non-refundable amounts as set forth below:

Initial Registration Fee (Per Domain Name)	Volume Range (Number of Registered Names)
US \$5.30	0 to 4,999,999
US \$5.00	5,000,000 to 9,999,999
US \$4.75	10,000,000 +

- **Renewal Fees.** Registrar agrees to pay the non-refundable amounts as set forth below:

Renewal Fee (Per Domain Name)	Volume Range (Number of Registered Names)
US \$5.30	0 to 4,999,999
US \$5.00	5,000,000 to 9,999,999
US \$4.75	10,000,000 +

- **Secure Domain Name Registration Service.** Registrar agrees to pay the non-refundable amounts as set forth below:

US \$500.00 Per Secure Domain Name Registration

- **Fees for Transfers of Sponsorship of Domain-Name Registrations**

Where the sponsorship of a domain name is transferred from an ICANN-Accredited Registrar to another ICANN-Accredited Registrar, other than an ICANN approved bulk transfer, Registry Operator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator may charge a Renewal Fee for the requested extension as provided in the renewal schedule set forth above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

For a bulk transfer approved by ICANN under Part B of Exhibit D to the Registry-Registrar Agreement, Registry Operator will charge the gaining registrar US \$0 (for transfers of 50,000 names or fewer) or US\$50,000 (for transfers of more than 50,000 names).

- **Enhanced Whois Service.** Registrar agrees to pay the non-refundable amounts as set forth below:
- **To be provided with at least 30 days advance notice: Yearly Subscription Fee Rate, One time Usage Fee**

Registry Operator reserves the right to revise the Fees prospectively upon thirty days notice to Registrar, provided that such adjustments are consistent with Registry Operator's Registry Agreement with ICANN.

PERFORMANCE SPECIFICATIONS

1. **Introduction.** The attached Performance Specification Matrix ("Matrix") provides a list of performance specifications as they apply to the three Core Services provided by the Registry-SRS, Nameserver, and Whois services.
2. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry-Registrar Agreement.
 - 2.1 "Core Services" refers to the three core services provided by the Registry-SRS, Nameserver, and Whois Services.
 - 2.2 "Performance Specification" refers to the specific committed performance service levels as specified herein.
 - 2.3 "Performance Specification Priority" refers to the Registry's rating system for Performance Specifications. Some Performance Specifications are more critical to the operations of the Registry than others. Each of the Performance Specifications is rated as C1-mission critical, C2-mission important, C3-mission beneficial, or C4-mission maintenance.
 - 2.4 "Registrar Community" refers to all the ICANN-Accredited Registrars accredited by ICANN who have executed Registry-Registrar Agreements with Registry Operator for the Registry TLD.
 - 2.5 "SRS" refers to the Shared Registration System; the service that the Registry provides to the Registrar Community. Specifically, it refers to the ability of Registrars to add, modify, and delete information associated with domain names, nameserver, contacts, and registrar profile information. This service is provided by systems and software maintained in coactive redundant data centers. The service is available to approved Registrars via an Internet connection.
 - 2.6 "Nameserver" refers to the nameserver function of the Registry and the nameservers that resolve DNS queries from Internet users. This service is performed by multiple nameserver sites that host DNS resource records. The customers of the nameserver service are users of the Internet. The nameservers receive a DNS query, resolve it to the appropriate address, and provide a response.
 - 2.7 "Service Level Measurement Period" refers to the period of time for which a Performance Specification is measured. Monthly periods are based on calendar months, quarterly periods are based on calendar quarters, and annual periods are based on calendar years.

2.8 "Whois" refers to the Registry's Whois service. The Registry will provide contact information related to registered domain names and nameserver through a Whois service. Any person with access to the Internet can query the Registry's Whois service directly (via the Registry website) or through a Registrar.

3. **Performance Specifications.** Registry Operator shall use commercially reasonable efforts to provide Registry Services for the Registry TLD. The Performance Specifications defined below establish the basis for the Service Level Exception Credits ("SLE Credits") provided for in Exhibit H to this Registry-Registrar Agreement.

3.1 **Service Availability.** Service Availability is defined as the time, in minutes, that the Registry's Core Services are responding to its users. Service is unavailable when a service listed in the Matrix is unavailable to all users, that is, when no user can initiate a session with or receive a response from the Registry ("Unavailability"). Service Availability is a C1 priority level.

3.1.1 Service Availability is measured as follows:

Service Availability % = $\{[(TM - POM) - UOM] / (TM - POM)\} * 100$ where:

TM = Total Minutes in the Service Level Measurement Period (#days*24 hours*60 minutes).

POM = Planned Outage Minutes (sum of (i) Planned Outages and (ii) Extended Planned Outages during the Service Level Measurement Period).

UOM = Unplanned Outage Minutes (Difference between the total number of minutes of Unavailability during the Service Level Measurement Period minus POM).

Upon written request, and at the sole expense of the requesting Registrar(s), Registry Operator will retain an independent third party (to be selected by Registry Operator with the consent of the Registrar(s) to perform an independent calculation of the UOM). The frequency of this audit will be no more than once yearly during the term of the agreement between Registry Operator and the Registrar.

This calculation is performed and the results reported for each calendar month for SRS and Whois availability and for each calendar year for Nameserver availability. Results will be reported to the Registrar Community via e-mail.

3.1.2 Service Availability-SRS = 99.9% per calendar month. Service Availability as it applies to the SRS refers to the ability of the SRS to respond to Registrars that access and use the SRS through the XRP protocol defined in Appendix C of the Registry Agreement. SRS Unavailability will be logged with the Registry Operator as Unplanned

Outage Minutes. The committed Service Availability for SRS is 99.9% and the Service Level Measurement Period is monthly.

3.1.3 Service Availability-Nameserver = 99.999% per calendar year. Service Availability as it applies to the Nameserver refers to the ability of the Nameserver to resolve a DNS query from an Internet user. Nameserver Unavailability will be logged with the Registry Operator as Unplanned Outage Minutes. The committed Service Availability for Nameserver is 99.999% and the Service Level Measurement Period is annually.

3.1.4 Service Availability-Whois = 99.95% per calendar month. Service Availability as it applies to Whois refers to the ability of all users to access and use the Registry's Whois service. Whois Unavailability will be logged with the Registry Operator as Unplanned Outage Minutes. The committed Service Availability for Whois is 99.95% and the Service Level Measurement Period is monthly.

3.2 **Planned Outage.** High volume data centers like the Registry require downtime for regular maintenance. Allowing for regular maintenance ("Planned Outage") ensures a high level of service for the Registry. Planned Outage Performance Specifications are a C4 priority level.

3.2.1 Planned Outage Duration. The Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the Registry Operator is allowed to take the Registry Services out of service for regular maintenance. Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. This Performance Specification, where applicable, has a monthly Service Level Measurement Period. The Planned Outage Duration for the Core Services is as follows:

3.2.1.1 Planned Outage Duration-SRS = 8 hours (480 minutes) per month;

3.2.1.2 Planned Outage Duration-Nameserver = (no planned outages allowed); and

3.2.1.3 Planned Outage Duration-Whois = 8 hours (480 minutes) per month.

3.2.2 Planned Outage Timeframe. The Planned Outage Timeframe defines the hours and days in which the Planned Outage can occur. The Planned Outage Timeframe for the Core Services is as follows:

3.2.2.1 Planned Outage Timeframe-SRS = 0600-1400 UTC Sunday;

3.2.2.2 Planned Outage Timeframe-Nameserver =(no planned outages allowed); and

3.2.2.3 **Planned Outage Timeframe–Whois = 0600-1400 UTC Sunday.**

3.2.3 **Planned Outage Notification.** The Registry Operator must notify all of its Registrars of any Planned Outage. The Planned Outage Notification Performance Specification defines the number of days prior to a Planned Outage that the Registry Operator must notify its Registrars. The Planned Outage Notification for the Core Services is as follows:

3.2.3.1 **Planned Outage Timeframe–SRS = 3 days;**

3.2.3.2 **Planned Outage Timeframe–Nameserver =(no planned outages allowed); and**

3.2.3.3 **Planned Outage Timeframe–Whois = 3 days.**

3.3 **Extended Planned Outage.** In some cases such as software upgrades and platform replacements an extended maintenance timeframe is required. Extended Planned Outages will be less frequent than regular Planned Outages but their duration will be longer. Extended Planned Outage Performance Specifications are a C4 priority level.

3.3.1 **Extended Planned Outage Duration.** The Extended Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the Registry is allowed to take the Registry Services out of service for extended maintenance. Extended Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. Extended Planned Outage periods are in addition to any Planned Outages during any Service Level Measurement Period. This Performance Specification, where applicable, has a Service Level Measurement Period based on a calendar quarter. The Extended Planned Outage Duration for the Core Services is as follows:

3.3.1.1 **Extended Planned Outage Duration–SRS = 18 hours (1080 minutes) per calendar quarter;**

3.3.1.2 **Extended Planned Outage Duration–Nameserver =(no planned outages allowed); and**

3.3.1.3 **Extended Planned Outage Duration–Whois = 18 hours (1080 minutes) per calendar quarter.**

3.3.2 **Extended Planned Outage Timeframe.** The Extended Planned Outage Timeframe defines the hours and days in which the Extended Planned Outage can occur. The Extended Planned Outage Timeframe for the Core Services is as follows:

3.3.2.1 **Extended Planned Outage Timeframe–SRS = 0600-1400 UTC Saturday or Sunday;**

- 3.3.2.2 Extended Planned Outage Timeframe–Nameserver =(no planned outages allowed); and
- 3.3.2.3 Extended Planned Outage Timeframe–Whois = 0600-1400 UTC Saturday or Sunday.

3.3.3 **Extended Planned Outage Notification.** The Registry must notify all of its Registrars of any Extended Planned Outage. The Extended Planned Outage Notification Performance Specification defines the number of days prior to an Extended Planned Outage that the Registry Operator must notify its Registrars. The Extended Planned Outage Notification for the Core Services is as follows:

- 3.3.3.1 Extended Planned Outage Timeframe–SRS = 4 weeks;
- 3.3.3.2 Extended Planned Outage Timeframe–Nameserver =(no planned outages allowed); and
- 3.3.3.3 Extended Planned Outage Timeframe–Whois = 4 weeks.

3.4 **Processing Time.** Processing Time is an important measurement of transaction-based services like the Registry. The first three Performance Specifications, Service Availability, Planned Outages and Extended Planned Outages, measure the amount of time that the service is available to its users. Processing Time measures the quality of that service.

Processing Time refers to the time that the Registry Operator receives a request and sends a response to that request. Since each of the Registry Services has a unique function the Performance Specifications for Processing Time are unique to each of the Registry Services. For example, a Performance Specification for the Nameserver is not applicable to the SRS and Whois, etc. Processing Time Performance Specifications are a C2 priority level.

Processing Time Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis. The Registry Operator will log the processing time for all of the related transactions, measured from the time it receives the request to the time that it returns a response.

3.4.1 Processing Time–Add, Modify, Delete = 3 seconds for 95%

3.4.1.1 Processing Time–Add, Modify, and Delete is applicable to the SRS as accessed through the XRP protocol defined in Appendix C of the Registry Agreement. It measures the processing time for add, modify, and delete transactions associated with domain names, nameserver, contacts, and registrar profile information.

- 3.4.1.2 The Performance Specification is 3 seconds for 95% of the transactions processed. That is, 95% of the transactions will take 3 seconds or less from the time the Registry Operator receives the request to the time it provides a response.
- 3.4.2 Processing Time-Query Domain = 1.5 seconds for 95%
 - 3.4.2.1 Processing Time-Query Domain is applicable to the SRS as accessed through the XRP protocol defined in Appendix C of the Registry Agreement. It measures the processing time for an availability query of a specific domain name.
 - 3.4.2.2 The performance specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the Registry Operator receives the query to the time it provides a response as to the domain name's availability.
- 3.4.3 Processing Time-Whois Query = 1.5 seconds for 95%
 - 3.4.3.1 Processing Time-Whois Query is only applicable to the Whois. It measures the processing time for a Whois Query.
 - 3.4.3.2 The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the Whois receives a query to the time it responds.
- 3.4.4 Processing Time-Nameserver Resolution = 1.5 seconds for 95%
 - 3.4.4.1 Processing Time-Nameserver Resolution is only applicable to the Nameserver. It measures the processing time for a DNS query.
 - 3.4.4.2 The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time Nameserver receives the DNS query to the time it provides a response.
- 3.5 **Update Frequency.** There are two important elements of the Registry that are updated frequently and are used by the general public; Nameserver and Whois. Registrars generate these updates through the SRS. The SRS then updates the Nameserver and the Whois. These will be done on a batch basis. Update Frequency Performance Specifications are a C3 priority level.

The committed Performance Specification with regard to Update Frequency for both the Nameserver and the Whois is 15 minutes for 95% of the transactions. That is, 95% of the updates to the Nameserver and Whois will be effectuated within 15 minutes. This is

measured from the time that the registry confirms the update to the registrar to the time the update appears in the Nameserver and Whois. Update Frequency Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis.

3.5.1 Update Frequency-Nameserver = 15 minutes for 95%.

3.5.2 Update Frequency-Whois = 15 minutes for 95%.

	Performance Specification Description	SRS	Nameserver	Whois
1	Service Availability	99.9% per calendar month	99.999% per calendar year	99.95% per calendar month
2	Processing Time-Add, Modify, Delete	3 sec for 95%	NA	NA
3	Processing Time-Query Domain	1.5 sec for 95%	NA	NA
4	Processing Time-Whois	NA	NA	1.5 sec for 95%
5	Processing Time-Nameserver Resolution	NA	1.5 sec for 95%	NA
6	Update Frequency	NA	15 min for 95%	15 min for 95%
7	Planned Outage-Duration	8 hrs per calendar month	not allowed	8 hrs per calendar month
8	Planned Outage-Timeframe	0600 - 1400 UTC Sun	not allowed	0600 - 1400 UTC Sun
9	Planned Outage-Notification	3 days	not allowed	3 days
10	Extended Planned Outage-Duration	18 hrs per calendar quarter	not allowed	18 hrs per calendar quarter
11	Extended Planned Outage-Timeframe	0600 - 1400 UTC Sat or Sun	not allowed	0600 - 1400 UTC Sat or Sun
12	Extended Planned Outage-Notification	28 days	not allowed	28 days

SERVICE LEVEL AGREEMENT

1. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in Exhibit G to the Registry-Registrar Agreement.

2. **Credits.** If Registry Operator fails to meet the Performance Specifications defined in Exhibit G ("Service Level Exception" or "SLE"), Registry Operator shall pay in the aggregate to the Registrar Community a credit according to the tables provided below ("Applicable Credit"). Each Registrar shall only be entitled to a fraction of the Applicable Credit. Such fractions of the credit specified in the tables to be paid to any individual Registrar will be calculated based upon the number of domain names that such Registrar added to the Registry during the Service Level Measurement Period compared to the total number of domain names added to the Registry by all Registrars during the Service Level Measurement Period in which the SLE occurred. The credit due to Registrar may be paid as an offset to registrations and other fees owed to Registry Operator by Registrar. All credits shall be paid in U.S. Dollars. The following Credit Lookup Matrix indicates the corresponding credit table for which the credits defined in this Appendix will be levied.

CREDIT LOOKUP MATRIX

	Performance Specification Description	SRS	Nameserver	Whois
1	Service Availability	Table C1a	Table C1b	Table C1a
2	Processing Time - Add, Modify, Delete	Table C2	NA	NA
3	Processing Time - Query Domain	Table C2	NA	NA
4	Processing Time - Whois	NA	NA	Table C2
5	Processing Time - Nameserver Resolution	NA	Table C2	NA
6	Update Frequency	NA	Table C3	Table C3
7	Planned Outage - Duration	Table C4b	NA	Table C4b
8	Planned Outage - Timeframe	Table C4a	NA	Table C4a
9	Planned Outage - Notification	Table C4a	NA	Table C4a
10	Extended Planned Outage - Duration	Table C4b	NA	Table C4b
11	Extended Planned Outage - Timeframe	Table C4a	NA	Table C4a
12	Extended Planned Outage - Notification	Table C4a	NA	Table C4a

If one or more SLEs occurs as the direct result of a failure to meet a Performance Specification in a single credit class, Registry Operator shall be responsible only for the credit assessed for the credit class which is the proximate cause for all directly related failures.

The following tables identify total Registrar Community credits due for SLEs in the four credit classes C1 - C4. Notwithstanding the credit levels contained in these tables, the total credits owed by Registry Operator under this Agreement shall not exceed \$30,000 USD monthly and

\$360,000 USD annually. The credits contained in Tables C1a-C4 represent the total credits that may be assessed in a given SLR category in one Service Level Measurement Period.

2.1 C1 Credit Class—If availability of C1 Credit Class components or systems does not meet C1 Performance Specifications in any given Service Level Measurement Period described in the Performance Specification Matrix in Exhibit G, Registry Operator will credit the Registrar Community according to the tables (which amount will be credited to the Registrar on a proportional basis as set forth above).

Table C1a

SLE	< 30 sec.'s	30-60 sec.'s	1-2 min.'s	2-10 min.'s	10-30 min.'s	over 30 min.'s
Monthly Credit to Registrar Community	\$ 750	\$ 1,500	\$ 2,500	\$ 3,750	\$ 5,000	\$ 6,000

C1a Availability Example: In a given measurement period, the SRS Availability is 99.87%, which equates to 52 minutes of unplanned downtime. The Registry Operator's Performance Specification for SRS Availability is 99.9%, or 43 minutes of downtime. The Service Level Exception, therefore, is 9 minutes (52-43 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C1a. In Table C1a, the time interval (2-10 minutes) has a corresponding credit of \$3,750 USD to be paid to the Registrar Community.

Table C1b

SLE	< 10 min.'s	10-30 min.'s	30-60 min.'s	1-2 hours	2-4 hours	over 4 hours
Annual Credit to Registrar Community	\$ 7,500	\$ 15,000	\$ 25,000	\$ 35,000	\$ 50,000	\$ 75,000

C1b Availability Example: In a given Service Level Measurement Period, the measured Nameserver Availability is 99.990% over a twelve (12) month period, which equates to 52 minutes of downtime. The Registry Operator's Performance Specification for Nameserver Availability is 99.999%, or 5 minutes of downtime per calendar year. The Service Level Exception, therefore, is 47 minutes (52-5 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C1b. In Table C1b, the time interval (30-60 minutes) has a corresponding credit of \$25,000 USD to be paid to the Registrar Community.

2.2 C2 Credit Class—If processing time for C2 Credit Class services does not meet C2 Service Levels in any given Service Level Measurement Period, Registry Operator will credit the Registrar Community according to the following table (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C2

SLE	< 2 sec.'s	2-5 sec.'s	5-10 sec.'s	10-20 sec.'s	20-30 sec.'s	over 30 sec.'s
Monthly Credit to Registrar Community	\$ 375	\$ 750	\$ 1,500	\$ 3,500	\$ 4,000	\$ 7,500

C2 Processing Example: The Performance Specification for Processing Time for Add, Modify, and Delete is 3 seconds or less for 95% of the transactions. In a given Service Level Measurement Period 7% of the transactions are greater than 3 seconds. The 5% of those transactions with the longest processing times are not subject to the SLE calculation (3 seconds for 95%). The SLE is calculated using the average processing time for the 2% of the transactions that are subject to the SLE. If there were 1,000 transactions and they took a total of 4,000 seconds the average is 4 seconds. That generates an SLE of 1 second (4 seconds - 3 seconds). From the Credit Lookup Matrix, we see the relevant SLA is found in Table C2. In Table C2, the SLE time interval (< 2 seconds) has a corresponding credit \$375 USD to be paid to the Registrar Community.

2.3 C3 Credit Class—If update frequency measurements of C3 Credit Class components or systems do not meet C3 Service Levels in any given Service Level Measurement Period as described in the Performance Specification Matrix in Exhibit G, Registry Operator will credit the Registrar Community according to the following tables (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C3

SLE	< 30 sec.'s	30-60 sec.'s	1-2 min.'s	2-10 min.'s	10-30 min.'s	over 30 min.'s
Monthly Credit to Registrar Community	\$ 188	\$ 375	\$ 625	\$ 938	\$ 1,250	\$ 1,500

C3 Update Frequency Example: In a given Service Level Measurement Period, 95% of the updates to the Nameserver take 24 minutes or less to complete. The corresponding Registry Operator's Performance Specification is 15 minutes for 95% of the updates. The SLE, therefore, is 9 minutes. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C3. The SLE time interval (2-10 minutes) has a corresponding credit of \$938 USD to be paid to the Registrar Community.

2.4 C4 Credit Class—If Registry Operator fails to comply with C4 Credit Class category Performance Specifications, Registry Operator will credit the Registrar Community according to the following tables (C4a and C4b) (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C4a

SLE	Any
Monthly Credit to Registrar Community	\$ 500

C4a Planned Outage Notification Example: In each instance the Registry Operator fails to meet the Performance Specifications for Notification and Timeframe related to Planned Outages and Extended Planned Outages, the Registry Operator is subject to the credit in Table C4a. For example, the Registry Operator informs the Registrar Community that it will initiate a Planned Outage of the SRS on the next calendar Sunday (five (5) days advance notice). The corresponding Registry Operator's Performance Specification is 28 days notice. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C4a. This results in a credit of \$500 USD to be paid to the Registrar Community.

Table C4b

SLE	< 1 hour	1-2 hours	2-4 hours	4-6 hours	6-10 hours	over 10 hours
Monthly Credit to Registrar Community	\$ 300	\$ 750	\$ 1,200	\$ 2,500	\$ 3,500	\$ 4,000

C4b Planned Outage Example: In a given Service Level Measurement Period, the actual duration of a planned outage is 11 hours and 20 minutes for the SRS. The corresponding Registry Operator's Performance Specification is 8 hours per month for the SRS. The SLE, therefore, is 3 hours and 20 minutes. From the Credit Lookup Matrix the relevant SLA is found in Table C4b. The SLE time interval (2-4 hours) has a corresponding credit of \$1,200 USD to be paid to the Registrar Community.

3. Receipt of Credits. In order for Registrars to claim credits, the following procedure must be followed:

3.1 Registry Operator shall perform the required measurements in order to obtain the total credits associated with the applicable Service Level Measurement Period. Such measurements and associated documentation shall be delivered by e-mail to each of the Registrars in the Registrar Community. Such notice shall also include the total credit (if any) to be paid to the Registrar Community as a result of any outages.

3.2 Receipt of Credit - When the above steps have been completed, the Registry Operator shall enter in each Registrar's account balance the amount of credit (if applicable) that can be used immediately toward registrations in the Registry.

4. Obligations.

4.1 Except in the case of cross-network nameserver performance (which is not a subject of this Service Level Agreement), Registry Operator will perform monitoring from

internally located systems as a means to verify that the conditions of the SLA are being met.

4.2 Upon written request, and at the sole expense of the requesting Registrar(s), Registry Operator will retain an independent third party to be selected by Registry Operator with the consent of the Registrar(s). The Registrar may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying measurements of the Performance Specifications. The frequency of these audits will be no more than once yearly during the term of the agreement between Registry Operator and the Registrar.

4.3 Registry Operator's obligations under this SLA are waived during the first 120 days after the Commencement-of-Service Date.

4.4 A Registrar must report each occurrence of alleged occasion of Unavailability of Core Services to the Registry Operator customer service help desk in the manner required by the Registry Operator (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as Unavailable for purposes of the SLE.

4.5 In the event that the Core Services are Unavailable to an individual Registrar, Registry Operator will use commercially reasonable efforts to re-establish the affected Core Services for such Registrar as soon as reasonably practicable. In the event that the Unavailability of Core Services affects all Registrars, the Registry Operator is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

4.6 Both Registrar and the Registry Operator agree to use reasonable commercial good faith efforts to establish the cause of any alleged Core Services Unavailability. If it is mutually determined to be a Registry Operator problem, the issue will become part of the Unplanned Outage minutes.

4.7 Beginning no later than 120 days post Commencement-of-Service Date, the Registry Operator will publish preliminary weekly system performance and availability reports. Registry Operator will use best efforts to finalize these reports no later than 30 days after the preliminary reports are provided.

4.8 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the Core Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered Service Unavailability.

4.9 Incident trouble tickets must be opened within a commercially reasonable period of time.

5. Miscellaneous.

5.1 This Service Level Agreement is independent of any rights, obligations or duties set forth in the Registry Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Registry Agreement, the Registry Agreement shall control.

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SCHEDULE OF RESERVED NAMES

Except to the extent that ICANN otherwise expressly authorizes in writing, the Registry Operator shall reserve names formed with the following labels from initial (i.e. other than renewal) registration within the TLD:

A. Labels Reserved at All Levels. The following names shall be reserved at the second level and at all other levels within the TLD at which Registry Operator makes registrations:

ICANN:

aso
dnso
icann
internic
pso

IANA - related names:

afrinic
apnic
arin
example
gtd-servers
iab
iana
iana-servers
iesg
ietf
irtf
istf
lacnic
latnic
rfc-editor
ripe
root-servers

B. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level:

All single-character labels.

All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry Operator reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

aero
arpa
biz
com
coop
edu
gov
info
int
mil
museum
name
net
org
pro

C. Tagged Domain Names. All labels with hyphens in the third and fourth character positions (e.g., "bq-1k2n4h4b")

D. Second-Level Reservations for Registry Operations. The following names are reserved for use in connection with the operation of the registry for the Registry TLD. They may be used by Registry Operator under Subsection 3.6.1, but upon conclusion of Registry Operator's designation as operator of the registry for the Registry TLD they shall be transferred as specified by ICANN:

nic
whois
www

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.BIZ REGISTRATION RESTRICTIONS

Restrictions

Registrations in the .biz TLD will be subject to the following restrictions:

1. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes; and
2. Registrations in the .biz TLD must comply with the Uniform Dispute Resolution Policy ("UDRP"), as adopted and as may be amended by the Internet Corporation of Assigned Names and Numbers. For proceedings initiated before the Commencement-of-Service Date, a modified version of the UDRP, known as the Start-Up Uniform Dispute Resolution Policy ("SUDRP") (which also includes corresponding modifications to the Rules for Uniform Domain Name Resolution Policy) will apply.

For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the *bona fide use or bona fide intent to use* the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

1. To exchange goods, services, or property of any kind;
2. In the ordinary course of trade or business; or
3. To facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:

1. Using or intending to use the domain name exclusively for personal, noncommercial purposes; or
2. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (i.e., registering *abcsucks.biz* exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose).

Violations

It will be a violation of the Restrictions for an Applicant to:

1. register or use a domain name contrary to the SUDRP;
2. register and use a domain name contrary to the UDRP; or
3. use the registered domain name in a manner inconsistent with the definition of "business or commercial use" contained herein.

Violations of the Restrictions may be grounds for cancellation of a registered .biz domain name, pursuant to the enforcement mechanism discussed below.

Enforcement

A violation of the Restrictions will be enforced on a case-by-case, fact specific basis under the processes set forth below:

1. Any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced under the provisions of the Restrictions Dispute Resolution Process ("RDRP") as set forth in Appendix M.
2. Any alleged violation of the UDRP shall be enforced under the provisions contained therein, as modified by the SUDRP for proceedings initiated no later than sixty (60) days after the Commencement-of-Service Date.

None of the violations of the Restrictions will be enforced directly by or through Registry Operator. The RDRP, UDRP, and SUDRP will be made applicable by the ICANN-Accredited Registrars' registration agreements with registrants. Proceedings under the RDRP, UDRP, and SUDRP must be brought by interested third parties in accordance with the policies and procedures set forth in Appendix M. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

Registration Requirements

Before the Registry Operator will accept applications for registration, all domain name applicants in the .biz TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar ("Registrar"), in accordance with the ICANN Registrar Accreditation Agreement ("Accreditation Agreement"). Such electronic or paper registration agreement shall include the following certifications:
 - a) The data provided in the domain name registration application is true, correct, up to date and complete; and
 - b) The registrant will keep the information provided above up to date.

2. As part of a domain name registration application, the Applicant must certify that to the best of its knowledge:
- a) The registered domain name will be used in a manner consistent with the Restrictions above;
 - b) The domain name registrant has the authority to enter into the registration agreement; and
 - c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

Failure to comply with the above will result in failure of the Registry Operator to process an Applicant's domain name application.

Reservation

Registry Operator reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees. Registry Operator also reserves the right to freeze a domain name during resolution of a dispute.