

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION**

MICHAEL MOORE;)
RONALD P. GENTRY;)
)
Plaintiffs,)
)
v.)
)
INTERNET CORPORATION FOR)
ASSIGNED NAMES AND NUMBERS;)
ENOM, INC. and REGISTERFLY. COM)
INC.;)
)
Defendants.)

CIVIL ACTION NO. : 07-P-1153-W

THIRD AMENDED COMPLAINT

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to Sections 1, 2 and 4 of the Sherman Act, 15 U. S. C. 1, 2 and 4; 28 U. S. C. 1331; 28 U. S. C. 1331; 28 U. S. C. 1337; 18 U. S. C. § 1964(c); 18 U. S. C. § 1962(c) and 18 U. S. C. § 1962(d).

2. This Court also has jurisdiction because complete diversity of citizenship exists among the parties, because the Plaintiffs are not citizens of any state of which the Defendants are a citizen and, the amount in controversy in this action exceeds \$75,000.00, exclusive of interest and cost.

3. Because the amount in controversy exceeds \$75,000.00 exclusive of interest and cost and there is complete diversity of citizenship between the parties, this is a civil action over which the United States District Court has original jurisdiction under 27 U. S. C. § 1332(a).

4. Each of the Defendants engage in conduct that involve interstate commerce and commerce in the State of Alabama.

5. Defendant Internet Corporation For Assigned Names and Numbers (ICANN), enters into contracts with entities in numerous states. The services that Defendant Internet Corporation For Assigned Names and Numbers authorizes in these contracts are to be performed in every state, including the State of Alabama, and many countries.

6. Defendant Internet Corporation For Assigned Names and Numbers has entered into contracts with RegisterFly.com, Inc. and eNom, Inc. Both RegisterFly.com, Inc. and eNom, Inc. accept credit cards from many jurisdictions and deliver services in many jurisdictions, including the State of Alabama.

7. RegisterFly.com, Inc. and eNom, Inc. contract with entities in the state of Alabama for which they deliver services in the state of Alabama. RegisterFly.com, Inc. and eNom, Inc. accept credit cards for the purchase of services, some of which involve banking in the state of Alabama.

8. Here, RegisterFly.com, Inc. and eNom, Inc. took action that caused computer systems in the State of Alabama to not operate as desired. The actions of both RegisterFly.com, Inc. and eNom, Inc. caused the visitors to these web sites in the state of Alabama to be directed to other websites.

9. Defendant Internet Corporation For Assigned Names and Numbers, acts under authority due to a contract with the Federal Government. This contract affects interstate

commerce. Defendant Internet Corporation For Assigned Names and Numbers enters into contracts with many entities in many states to deliver services and, these services are delivered in the State of Alabama as well as other states. Defendant Internet Corporation For Assigned Names and Numbers contracts with RegisterFly.com, Inc. and eNom, Inc. which created the ability of RegisterFly.com, Inc. and eNom, Inc. to engage in the conduct complained herein.

Parties

10. Plaintiff, Mike Moore, is over the age of 19 and a resident of the State of Alabama.

11. Plaintiff, Ronald P. Gentry, is over the age of 19 and a resident of the State of Alabama.

12. Defendant, RegisterFly.com, Inc. is a corporation with its principal place of business in the State of New Jersey. However, RegisterFly.com, Inc. engages in interstate commerce and does business in the State of Alabama. RegisterFly.com, Inc. is an accredited ICANN registrar. As an accredited ICANN registrar, RegisterFly.com maintains multiple domain servers located in numerous locations, including the State of Alabama.

13. Defendant, Enom, Inc., is a corporation with its principal place of business in the State of Washington. Enom, Inc. is engaged in interstate commerce and does business in the State of Alabama. Enom, Inc. is an accredited ICANN registrar. As an accredited ICANN registrar, eNom, Inc. maintains domain servers located at numerous locations, including the State of Alabama.

14. Defendant Internet Corporation For Assigned Names and Numbers, is a corporation with its principal place of business in the State of California. Defendant Internet

Corporation For Assigned Names and Numbers engages in interstate commerce and does business in the State of Alabama. Defendant Internet Corporation For Assigned Names and Numbers operates under a contract with the United States Department of Commerce in order to privatize the Domain Name System (DNS), the addressing system on which the Internet depends to deliver and retrieve data.

15. Wherever it is alleged that a Defendant did anything, it is averred that "Defendant" acted on behalf of all Defendants collectively, unless otherwise stated. In addition, the use of the word "Defendant" shall include Defendant as well as any and all subsidiaries, parent companies, holding companies, associated companies, affiliates or related companies of any Defendant, and any and all officers, directors, employees, shareholders, agents, experts, consultants or representatives of any Defendant and/or its subsidiaries, parent companies, holding companies, associated companies, related companies, and affiliates including those with either direct or indirect or constructive ownership or in which such persons have common control and/or can assert influence.

Facts Of The Case:

Even Though The Facts In Paragraphs 16- 32 Are Mostly Applicable To Plaintiffs' Antitrust Claims, They Are Also Applicable To The Remaining Claims As Well And Should Be Read In Conjunction With The Remaining Facts And The Claims Asserted In Paragraphs 53 Through 115 .

16. The Internet Domain Name System (DNS) is an addressing system that facilitates Internet communication. In fact, internet communication is dependent upon the DNS. The DNS is a hierarchical system where the principal name server is the Legacy A Root, which sets the standard for the DNS from which every other root synchronizes their data. There are twelve identical copies of the A Root, which are referred to as the secondary legacy roots. Below these secondary roots, there are the Top Level Domains or TLDs. The TLDs are labeled according to

function such as military, .mil and government, .gov. The TLDs are divided into three types. The generic TLD is by far the most commonly used and widely known of the TLDs. A few examples of the generic TLDs are: .com; .net; .mil, and .gov.

17. Because of the DNS, users who type a domain name into their computer are able to send a message to or view web pages created by, the party who “owns” that domain name only because there is a database somewhere that links domain names to the unique identifying numbers that the Internet needs to route data properly. These services were originally performed under U.S. Government contract by Internet Assigned Numbers Authority (IANA) and other entities.

18. Today, this service is performed by Defendant Internet Corporation For Assigned Names and Numbers. ICANN is an internationally organized, non-profit corporation that has responsibility for Internet Protocol (IP) address space allocation, protocol identifier assignment, generic (gTLD) and country code (ccTLD) Top Level Domain name system management and root server system management functions.

19. ICANN possesses monopoly power in the market for entry onto the Legacy A root server as well as the secondary legacy roots. This monopolistic control has had a significant, detrimental effect on Plaintiffs and others who want to register Internet domain names by forcing certain contractual provisions on them and causing them to pay fees for services that are not necessary or ever provided. ICANN can force its accredited registrars with whom Plaintiffs and others register domain names with to adhere to ICANN’s policy of forcing these contractual provisions and additional fees on registrants of domain names because of its monopoly power in the market for entry onto the Legacy A root server as well as the secondary legacy roots. In order to protect this monopoly against potential competitive threats, ICANN has engaged in a

series of anti-competitive activities with RegisterFly.com, e, Nom, Inc. and others as will be set forth below.

20. Part of ICANN's responsibility is to authorize entities to be an accredited Internet name domain registry. In order to carry out this responsibility with respect to the .com generic TLD, ICANN entered into a contract with VeriSign, Inc. that gave VeriSign, Inc. a monopoly for registering domain names on the .com generic TLD. **According to one of the provisions in the .com Registry Agreement, VeriSign, Inc. was not to "unreasonably restrain trade."** However, if VeriSign, Inc. wanted to be the registry operator for the .com generic TLD, ICANN forced it to require a Uniform Dispute Resolution Policy as a prerequisite of becoming a registrar. ICANN also required VeriSign, Inc. to make its domain name registrants enter into a Domain Transfer Agreement. According to another term in ICANN's contract VeriSign, Inc., VeriSign, Inc. was required to force those who wanted to register domain names on the .com generic TLD agree that their registration was subject to all of ICANN's current and future policies and specifications even though those future policies and specifications had not been determined. By forcing these contractual provisions upon its accredited registrars and those who wanted to register names on the .com generic TLD, ICANN stymied non-price competition among the various accredited Internet domain registrars. As a result, there is not a single ICANN accredited registrar whose contract for domain name registration does not force the Uniform Dispute Resolution Policy and the Domain Transfer Agreement upon individuals who want to register a domain name. ICANN can force its accredited registrars to adhere to its policy of forcing these contractual provision on registrants of domain names because of its monopoly power in the market for entry onto the Legacy A root server as well as the secondary legacy roots

Here, Plaintiffs are not alleging that they were an ICANN accredited registrar and, they were not trying to become a registrar. Since the accredited ICANN registrars cannot maintain their accredited status unless they abide by ICANN's policies, their customers, such as Plaintiffs, are the most efficient enforcer of these antitrust laws. However, ICANN's anticompetitive conduct still had a significant, adverse impact on Plaintiffs as customers of these ICANN accredited registrars. To begin with, Plaintiffs would like to have been able to enter contracts to register their 109 domain names that did not force them to agree to the Uniform Dispute Resolution Policy or the Domain Transfer Agreement. Additionally, in order to avoid uncertainty, Plaintiffs would also liked to have been able to register their domain names without having to agree ICANN's future policies that are not even in existence. However, a contract to register a domain name without these contractual provisions was not available to Plaintiffs because ICANN would not allow its accredited registrars to offer these options. If ICANN would allow its accredited registrars to offer contracts that did not force the Uniform Dispute Resolution Policy, the Domain Transfer Agreement or other policies, it would increase the non-price competition among the accredited registrars by allowing them to offer contracts that did not contain the aforementioned. Finally, in the event that anti-price competition is increased among the accredited registrars, price competition would probably follow lowering the cost to register a domain name on the Internet. Thus, if this competition among ICANN's registrars was ongoing at the time that Plaintiffs registered their domain names, they would have likely have not paid as much to register their names.

21. In order to authorize entities to be an accredited Internet name registry for the remaining generic TLDs, ICANN entered into a series of contracts with a registry for each of the generic TLDs. As part of the contract with each and every gTLD registry, ICANN required the

registry to force those who have registered domain names with them to agree to participate in the Uniform Dispute Resolution Policy. ICANN also required the registrars to make its domain name registrants agree to a Domain Transfer Agreement. Another provision in the domain name registration agreement made the registrants agree that registration was subject to all of ICANN's current and future policies and specifications. By forcing these contractual provisions upon its accredited registrars and those who wanted to register names on the .com generic TLD, ICANN stymied non-price competition among the various accredited Internet domain registrars. As a result, there is not a single ICANN accredited registrar whose contract for domain name registration does not force the Uniform Dispute Resolution Policy and the Domain Transfer Agreement upon individuals who want to register a domain name. ICANN can force its accredited registrars to adhere to its policy of forcing these contractual provision on registrants of domain names because of its monopoly power in the market for entry onto the Legacy A root server as well as the secondary legacy roots.

Here, Plaintiffs are not alleging that they were an ICANN accredited registrar and, they were not trying to gain entry into this market. Since the accredited ICANN registrars cannot maintain their accredited status unless they abide by IACANN's policies, their customers, such as Plaintiffs, are the most efficient enforcer of these antitrust laws. Even though they are not accredited registrars, ICANN's anticompetitive conduct still had a significant, adverse impact on Plaintiffs. To begin with, Plaintiffs would like to have been able to enter contracts to register their 109 domain names that did not force them to agree to the Uniform Dispute Resolution Policy or the Domain Transfer Agreement. Additionally, in order to avoid uncertainty, Plaintiffs would also liked to have been able to register their domain names without having to agree ICANN's future policies that are not even in existence. However, a contract to register a

domain name without these contractual provisions was not available to Plaintiffs because ICANN would not allow its accredited registrars to offer these options. If ICANN would allow its accredited registrars to offer contracts that did not force the Uniform Dispute Resolution Policy, the Domain Transfer Agreement or other policies, it would increase the non-price competition among the accredited registrars by allowing them to offer contracts that did not contain the aforementioned. Finally, in the event that anti-price competition is increased among the accredited registrars, price competition would probably follow lowering the cost to register a domain name on the Internet. Thus, if this competition among ICANN's registrars was ongoing at the time that Plaintiffs registered their domain names, they would have likely have not paid as much to register their names.

22. The registry of each generic TLD and/or ICANN itself entered into contracts with companies such as RegisterFly.com, Inc., eNom, Inc. and others to act as accredited Internet name domain registrars. However, here, it appears that ICANN entered into an express contract with Defendant eNom, Inc. to act as an accredited registrar on July 7, 2005. The accredited ICANN registration is somewhat misleading. When entities are allowed by ICANN to hold themselves out as accredited registrars, this conduct by ICANN lulls Plaintiffs and others who register domain names into a false sense of security simply because of the accredited title. Because of the accreditation, Plaintiffs were led to believe that the Uniform Dispute Resolution Policy, the Domain Transfer Agreements, government laws, government regulations and other policies and procedures that they agreed to when registering their 109 domain names would be meaningful and abided by and followed. However, this is not true and, all Defendants were aware of this fact when Plaintiffs registered their domain names.

23. As an ICANN accredited Internet names domain registrar, eNom, Inc. entered into a agreement with RegisterFly.com, Inc. which allowed and/or permitted RegisterFly.com, Inc. to act as a reseller of Internet names that would be registered through eNom, Inc. Thus, when RegistrarFly.com, Inc. sold Internet names to Michael Moore, RegisterFly.com, Inc. was not acting as an accredited Internet name registrar, but as a reseller for eNom, Inc. These misrepresentations by Defendants RegisterFly.com, Inc. and eNom, Inc. were made on the Internet and are in violation of 18 U. S. C. 1343.

24. The RegisterFly.com, Inc. web site stated in many places that it was an ICANN accredited Registrar. None of the information on the website stated or asserted that the Internet names registered at the RegisterFly.com, Inc. were not actually registered through RegisterFly.com, Inc., but were actually registered through eNom, Inc. The Defendants misrepresented and suppressed this information from the Plaintiffs. These misrepresentations by Defendants RegisterFly.com, Inc. and eNom, Inc. were made on the Internet and are in violation of 18 U. S. C. 1343.

25. Accredited Internet name registrars such as RegisterFly.com, Inc. and eNom, Inc sell a service to individuals who want to register a domain name on the Internet. This services allows those who register a domain name with them to maintain a website. In consideration for this service, the accredited Internet name registrars such as RegisterFly.com, Inc. and eNom, Inc. are allowed to charge domain name registrants a fee for the regular service of registering the name. However, if a domain name registrant wanted to register a domain name with the registrar, the registrant had to agree to pay a separate fee for certain administrative tasks that are outside the scope of the regular service. Now, these administrative tasks are not necessary for the registration of the domain name and, in turn, the fees for these administrative tasks are not

necessary. In fact, it is Plaintiffs' belief that the administrative tasks are nonexistent and, the fee for them is tied to the registration fee in an effort to simply generate more revenue for Defendants RegisterFly.com, eNom, Inc and other ICANN accredited registrars. This belief is supported by the fact that Plaintiffs asked Defendant RegisterFly.com, Inc and eNom, inc. to provide an accounting with regard these fees for administrative tasks and all other fees that they were charged. However, Defendants declined to provide an accounting. Regardless, domain name registrants were not allowed to register a name with the registrar unless it agreed to pay the separate fee for the administrative tasks. By unlawfully tying the administrative tasks to their normal service, all Defendants have engaged in anti-competitive conduct. Defendants RegisterFly.com, Inc. and eNom, Inc unlawfully tied the two services together, but they could not have accomplished the aforementioned without ICANN's knowledge.

26. The anti-competitive conduct by RegisterFly.com, eNom, Inc. and ICANN coupled with the anti-competitive agreements between them have led to an absence of anti-price competition in the domain name registration market. Specifically, the contract each registry enters into with the accredited Internet name registrar requires the registrars to force those individuals who want to register a domain name with the registrar to agree to the Uniform Dispute Resolution Policy, the Domain Transfer Agreement and all future ICANN policies. As previously discussed above, this anticompetitive conduct has had a significant, detrimental impact on Plaintiffs. They would have liked to register their 109 domain names without having to agree to the Uniform Dispute Resolution Policy, the Domain Transfer Agreement or all of ICANN's future policies. In addition, they would like to have registered their 109 domain names without being charged the useless fee for administrative tasks that is unlawfully tied to the registration fee.

27. In addition to simply forcing the Uniform Dispute Resolution Policy on all those who want to register a domain name, there is second aspect of the Uniform Dispute Resolution Policy itself that hinders competition. Before ICANN adopted its dispute resolution policy, the accredited Internet Domain registrars, came together, colluded and drafted a policy. For the most part, the policy drafted by the registrars was adopted by ICANN in its Uniform Dispute Resolution Policy. Since it was drafted by the accredited registrars, the policy grossly favors them. In fact, the policy offers no real means of relief if a dispute arises between the accredited registrar and someone who has registered a domain name. This fact was known by all the Defendants in this matter at the time that Plaintiffs registered their domain names. However, Defendants ICANN, RegisterFly.com and e, Nom, Inc. suppressed this fact from Plaintiffs.

28. There are other anti-competitive provisions in the agreements that ICANN entered into with its registries who, in turn, forced the same provisions on the accredited Internet name registrars, such as Defendant e, Nom, Inc. In the agreements, ICANN also requires the registrars to make its domain name registrants agree to a Domain Transfer Agreement. Along with the provision that contains the Uniform Dispute Resolution Policy, this specific provision has had a detrimental effect on non-price competition among the accredited Internet domain registrars. There are other provisions in the contracts that hinder competition among the registrars. In addition to the Uniform Dispute Resolution Policy and a Domain Transfer Agreement, ICANN forces the registrars to make any potential registrant agree that their registration is subject to all of ICANN's current and future policies and specifications. The fact that ICANN forces all the accredited registrars to agree to the aforementioned contractual provisions has led to the virtual nonexistence of non-price competition among the registrars.

29. In addition to authorizing entities to become accredited Internet name registrars, ICANN has other responsibilities. ICANN determines what Top Level Domains will be made available to users; the policies the new Top Level Domains will have to follow and who will be allowed to offer the Top Level Domains for sale to the public. In carrying out these functions, ICANN has engaged in further anti-competitive conduct that is aimed at protecting its monopoly in the market for entry onto the Legacy A root server as well as the secondary legacy roots.

30. At its second annual meeting in November of 2000, ICANN selected the first new generic TLDs that were to be included in the Legacy A root. In order to be considered as the registry for the new generic TLDs, each applicant had to pay a non-refundable \$50,000.00 application fee. The number of generic TLDs selected by ICANN for inclusion on the Legacy A root fell far below even the lowest estimated number of new generic TLDs that the DNS could handle. By limiting the number of new, generic TLDs and by forcing each applicant to pay a non-refundable \$50,000.00 application fee, ICANN has prevented competition among the registrars.

31. Furthermore, the method by which the new, generic TLDs were selected for inclusion on the Legacy A root by ICANN has hindered competition. **In fact, ICANN's application documents as well as its criteria for assessing the new TLD proposals make it clear that the applicants who dealt with ICANN's only competitors, the alternate roots, would be rejected.** By forcing the new, generic TLD applicants to enter into these exclusive dealing arrangements, ICANN has created a substantial barrier to entry on the Legacy A root for its main competition, the alternate roots. These exclusive dealing arrangements also hinder competition among the accredited Internet domain registrars.

32. This action does not seek to inhibit ICANN or its registries for each generic TLD from competing on the merits. This action challenges the concerted attempts of ICANN and its registries to maintain the monopoly in the market for entry onto the Legacy A root server as well as the secondary legacy roots by exclusive dealing contracts, tie-ins, and other anti-competitive agreements that deter innovation, exclude competition and rob customers, such as the Plaintiffs in this case, of their right to choose among competing alternatives.

ADDITIONAL FACTS

33. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows: Here, the Plaintiffs, Michael Moore and Ronald P. Gentry believed they had registered one hundred and nine [109] Internet names with one of the accredited registrars, RegisterFly.com, Inc. When Plaintiff, Michael Moore, registered the 109 Internet names through RegisterFly.com, Inc., RegisterFly.com did not actually register the names. In fact, RegisterFly.com, Inc. was acting as a reseller of domain names for eNom.com. The fact that RegisterFly.com, Inc. was acting as a reseller of names for eNom.com, Inc. was suppressed by RegisterFly.com, Inc. and eNom, Inc. Additionally, eNom, Inc. and RegisterFly.com, Inc. misrepresented whom Plaintiffs had actually registered the names with to them. When the names were registered, the names were registered through the Internet and, Plaintiffs did not speak with a certain individual. However, they relied on the information provided by Defendants RegisterFly.com and e, Nom, Inc. in their websites and statements in the contracts that they entered to register their domain names. At the time that they registered their domain names, Defendants RegisterFly.com and e, Nom, Inc suppressed/misrepresented the following from Plaintiffs: Defendants were going transfer the Internet domain names registered

by the Plaintiffs to themselves; Defendants were not going to abide by their own rules, regulations, policies procedures; Defendants were going to place fraudulent charges on Plaintiffs' credit cards; Defendants would charge them additional fees for administrative tasks in addition to their regular service charge; Defendants would take control of the Plaintiffs' domain names in order to resale them; Defendants would refuse to renew the Plaintiffs' domain names; the Uniform Dispute Resolution Policy offered no real relief; ICANN's accredited registrars colluded to draft the Uniform Dispute Resolution Policy; ICANN simply adopted the accredited registrars' policy; Defendants would attempt to extort money from them and they would not return their domain names. These 109 Internet names were paid for with U.S. currency and renewed with U.S. Currency. All were the private property of the Plaintiffs and were purchased through Defendants RegisterFly.com and e, Nom, Inc.

34. These Internet names registered by Plaintiffs were directed via IP address to computer, Internet servers, located in Jefferson County, State of Alabama. These Internet names, (domain) were related to web sites on a server that was connected to the Internet. Internet users were allowed to access web sites that were installed on these servers. These web sites were related to the Internet names registered by Plaintiffs.

35. During the course of business, RegisterFly.com, Inc. and/or eNom, Inc. placed a number of charges upon a credit card associated with the account of Plaintiffs at RegisterFly.com, Inc. This credit card was in the name of Plaintiff, Ronald P. Gentry, of Warrior, Alabama. The account at RegisterFly.com, Inc. was opened and is in the name of Plaintiff, Michael Moore, an individual. Plaintiff, Ronald P. Gentry, does not and has never had an account at RegisterFly.com, Inc. These charges by Defendants RegisterFly.com, Inc. and eNom, Inc. were in violation of 18 U. S. C. 1343.

36. Starting in July of 2005, and continuing until January, 2006, RegisterFly.com, Inc. and/or eNom, Inc. placed a number of charges on Plaintiff, Ronald P. Gentry's, credit card that were unauthorized and fraudulent. By placing these unauthorized charges on Mr. Gentry's credit card, RegisterFly.com, Inc. and/or eNom, Inc committed numerous acts of wire fraud in violation of 18 U. S. C. 1343. On several occasions, Plaintiff, Michael Moore, contacted RegisterFly.com, Inc. regarding the improper credit card charges.

37. During several calls to RegisterFly.com, Inc. in November of 2005, Plaintiff, Michael Moore, stated to personnel at RegisterFly.com, Inc. that it was not authorized to place any more charges on any credit card associated with his accounts. As a result of the phone calls, RegisterFly.com, Inc. was placed on notice that it was not authorized to place any further charges upon any credit card associated with Plaintiff, Michael Moore's, accounts.

38. On November 28, 2005, in a support ticket at RegisterFly.com, Inc., Plaintiff, Michael Moore, informed RegisterFly.com, Inc., again, that it was not authorized to place any more charges upon any credit card associated with his account. Michael Moore further stated that any charges placed upon any card would be unauthorized and would be charged back.

39. From November 28, 2005 until January of 2006, RegisterFly.com, Inc. and/or eNom, Inc. placed additional charges on the credit card of Plaintiff, Ronald P. Gentry. When Mr. Gentry became aware of these charges, he contacted Michael Moore. These charges by Defendants RegisterFly.com, Inc. and eNom, Inc. were in violation of 18 U. S. C. 1343. Michael Moore instructed Mr. Gentry to charge back all such charges and, Mr. Gentry contacted his card company. His credit card company charged back said charges.

40. On or about January 9, 2006, RegisterFly.com, Inc. and/or eNom, Inc. caused the Internet names that Michael Moore had registered with eNom, Inc. to be transferred to an

account owned and maintained by eNom, Inc. Once again, This action by Defendants RegisterFly.com, Inc. and eNom, Inc. were in violation of 18 U. S. C. 1343. On January 10, 2006, Michael Moore accessed his account at RegisterFly.com, Inc. and/or eNom, Inc. and found the following posted as to his account:

Your account has been placed into restricted mode by our RiskPrevention team. To remove the restriction you will need to do the following:

Contact us at risk@registerflysupport.com for further details about why your account is in restricted mode, please Include your user id in all communications. If you are suspended due to non-payment, you will need to pay the past due balance and submit proof of payment before your account is enabled. Further information(If available) appears below:

cbks

\$296.67+\$100*10

41. In an effort to extort money from Plaintiffs, in violation of 18 U. S. C. 1951, RegisterFly.com, Inc. and/or eNom, Inc. demanded \$1296.97 over the Internet and later over the telephone, using voice. RegisterFly.com, Inc. stated that these funds must be surrendered and further stated that the Internet names would be transferred and/or returned to Michael Moore when these funds were surrendered.

42. On or about January 20, 2006, Michael Moore and Ron Gentry used U. S. mail to send a registered letter to RegisterFly.com, Inc. with a certified check enclosed for the amount of funds that it had previously demanded, \$1296.67. On or about January 30, RegisterFly.com, Inc. received the aforementioned registered letter. On or about January 31, 2006, RegisterFly.com, Inc. deposited this certified check into its bank account. This bank account was used and maintained by RegisterFly.com, Inc. However, upon information and

belief, Defendant eNom, Inc. was aware of and benefitted from RegisterFly.com's illegal conduct.

43. In registering Internet names for Michael Moore, RegistrarFly.com, Inc. was acting as a reseller for eNom, Inc. RegisterFly.com, Inc. did not actually register these domain names, but eNom, Inc. did. Michael Moore emailed and mailed registered letters through U.S. Mail, certified, to both RegisterFly.com, Inc. and eNom, Inc. In response to one or more of these emails and/or letters, eNom, Inc. sent the following email to Michael Moore:

This issue needs to be dealt with between yourself and RegisterFly.eNom does not have the records necessary to verify either side of the issue. We cannot involve ourselves in third party billing disputes because of this. It should be pointed out that RegisterFly is an ICANN accredited domain name registrar. If you are having trouble dealing with RegisterFly, you can file a complaint with ICANN.

***Regards,
eNom, Inc.***

44. Plaintiff, Michael Moore, sent a number of emails and mailed registered letters through the U. S. mail to numerous employees at ICANN. In these emails and letters, Plaintiff, Michael Moore, informed RegisterFly.com, Inc. and eNom, Inc. that they had unlawfully seized and/or transferred Internet names and was extorting money from him for the return of those names. In reply to one or more of these emails or letters, ICANN sent the following email to Michael Moore:

Dear Mr. Moore,

I have been forwarded several copies of this inquiry that you have sent to numerous people at ICANN and will take this opportunity to respond. Please understand that ICANN's role is limited. ICANN is a non-profit corporation that has responsibility for Internet Protocol (IP) address space allocation, protocol identifier assignment, generic (gTLD) and country code (ccTLD) Top-Level Domain name system management, and root server system management functions to preserve the operational stability of the Internet. ICANN does not have direct responsibility for the actions of resellers, but we

do contract with registrars (through which resellers do business). ICANN's authority with regard to registrars is limited to a contractual relationship governing the registration of domain names, but we do not oversee contractual disputes related to payment of registration fees.

Based on the information you have provided, it does not appear that there has been any violation of ICANN policy that would qualify as a violation of the registrar contract with ICANN. A copy of this contract can be found at <http://www.icann.org/registrars/ra-agreement-17may01.htm>. Should you review this contract and find that there has been some violation that we have not found, please inform us and we will gladly investigate.

While we are not suggesting that your concerns are unfounded, they just do not fit within our scope of authority. We have contacted the registrar to pass along your concerns and were informed that this was a financial or contractual matter between you and your reseller. As such, there is nothing for ICANN to do. You may wish to contact an attorney for legal advice or the appropriate law enforcement or consumer protection agency if you believe that illegal or inappropriate activity is taking place.

Regards,

*Tim Cole
Chief Registrar Liaison
Internet Corporation for Assigned Names and Numbers*

45. On February 27, 2006, RegisterFly.com, Inc. and/or eNom, Inc. transferred 80 domain names back to Michael Moore, but the names were registered through eNom, Inc., RegisterFly.com, Inc. and eNom, Inc. failed and/or refused to return 27 domain names that Michael Moore had registered. Defendants RegisterFly.com, Inc. and eNom, Inc. failure to return the domain names to Plaintiffs were in violation of 18 U. S. C. 1951.

46. From January 9, 2006 through February 20, 2006, RegisterFly.com, Inc. and/or eNom, Inc had control and possession of the Internet names that Michael Moore had registered. During this time a number of these Internet names came due for renewal. Neither RegisterFly.com, Inc. or eNom, Inc. would allow Michael Moore to renew these Internet names and, both refused to return these Internet names.

47. Michael Moore demanded the return of these Internet names, but RegisterFly.com, and eNom, Inc. asserted that the names had not been renewed. On March 21, 2006, eNom, Inc. notified Michael Moore that a number of Internet names that he registered through RegisterFly.com, Inc. as eNom, Inc.'s reseller had expired. In reply to emails and registered letters sent through U.S. mail by Michael Moore to eNom, Inc., eNom, Inc. sent the following statements by email to Michael Moore. The statement reads as follows:

RegisterFly uses eNom's backend to facilitate their registry connection. As stated in a previous email, as far as the registry is concerned, the domain names are registered with eNom (RegisterFly is the storefront and eNom is the backend). Because of this we have the authority to allow you to renew your domains directly through us if you are unable to facilitate the renewal through RegisterFly.

The domain names that you have listed are all currently listed in the redemption grace period. What this means is that your registration for the names expired and the domains were deleted from eNom's active database. However, the names still reside with eNom at the registry level, thus our ability to redeem the expired registrations. The fee for redemption of an expired domain is \$160, as noted in eNom's registration agreement. If you are unwilling to pay the redemption fee, the domain names will not be renewed and will eventually be deleted. It seems that you fail to grasp the concept that your registration of the domain names expired, therefore, they no longer belong to you.

48. Neither RegisterFly.com, Inc., eNom, Inc. nor ICANN deny that these names were in the possession and control of RegisterFly.com, Inc. and/or eNom, Inc. from January 9, 2006 through February 29, 2006. Nor do they deny that Plaintiff, Michael Moore, was prohibited from renewing these names. RegisterFly.com, Inc.'s web site states the following as to expired names and renewals and redemption time limits:

RegisterFly.com allows a 30 day grace period after a name expires. During this 30 day grace period you can renew your domain. After the 30 day grace period expires your domain will move to the redemption period for 30 days prior to being dropped and made available again for registration. Once the domain is placed in redemption you CANNOT renew it via our interface.

49. Michael Moore sent a number of emails and registered letters to to eNom, Inc. as to these Internet names, which were in the possession of eNom, Inc. On March 22, 2006, eNom, Inc. sent the following message to Michael Moore in an email:

Transaction records from RegisterFly are between you and them. Enom has no way to verify transactions that are not processed through our credit card processing (RegisterFly uses their own processing). We did not receive the renewal command and were not paid for the renewal of the domains. We require a clear answer as to if you wish to redeem these domain names or not. Please reply telling us yes, you would like to redeem the domains at \$160 per domain, or no, you would like them to be deleted at the registry level.

The domain names are only redeemable up to 72 days after the listed expiration date (30 day eNom grace period + 42 day redemption grace period). We are trying to work with you in accordance with eNom and ICANN policy. All that we require is your cooperation. If you do wish to redeem the domains, sInc.e you are a chargeback risk at this point, we will require that you either sign our credit card authorization form, expressing your consent for the charge, or you may wire transfer the funds. Let us know how you would like to proceed.

***Regards,
eNom, Inc.***

50. From January 10, until February 20, RegisterFly.com, Inc., eNom, Inc. caused the Internet names registered by Michael Moore to be redirected. These Internet names had been directed to web sites located on Internet web servers located in Birmingham Alabama. This redirection caused Internet visitors to not visit Michael Moore's sites, but other web sites. As a result, the Plaintiffs were damaged. The redirection of the websites by Defendants RegisterFly.com, Inc. and eNom, Inc. were in violation of 18 U. S. C. 1951.

51. RegisterFly.com, Inc. and/or eNom, Inc refuses to provide an accounting of the \$1296.76 demanded on January 10, 2006, which it received on January 30, 2006 and deposited into its bank account and used by January 31, 2006. Michael Moore made many requests and demands for an accounting via email and by registered letters that were sent to RegisterFly.com, Inc. , eNom, Inc. and ICANN.

52. In a number of emails and certified letters mailed to RegisterFly.com, Inc. and eNom, Inc., Michael Moore demanded the release and return of the Internet names that he had registered at eNom, Inc. through its reseller RegisterFly.com, Inc. However, 29 of these Internet names were never returned. In fact, Defendants RegisterFly.com, Inc. and eNom, actually resold some of the domain names to others. When the names were resold to another individual, Plaintiffs participated in the Uniform Dispute Resolution Policy. ICANN heard the dispute and rendered a decision. However, the 29 domain names have never been returned to Plaintiffs.

COUNT ONE: MISREPRESENTATION OF MATERIAL FACTS

53. Plaintiffs reallege, as if fully set forth, each and every allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows:

54. Defendant RegisterFly.com, Inc. made material representations to the Plaintiffs that included statements that RegisterFly.com, Inc. was an accredited ICANN registrar and by registering Internet names and paying a certain sum that Plaintiffs would receive certain rights, titles, licenses or interest in these Internet names. Defendant RegisterFly.com, Inc. also represented to the Plaintiffs that the rights, titles or interest in these Internet names could be renewed by paying a certain sum. Defendant RegisterFly.com, Inc. further represented to the Plaintiffs that the rights, titles or interest in these Internet names could not be transferred. Additionally, Defendant RegisterFly.com, Inc. represented to the Plaintiffs that after they had acquired the rights, titles or interest in these Internet names that it would abide by ICANN's rules, regulations, policies and procedures.

55. The representations made by Registerfly.com, Inc. were false.

56. Defendant Registerfly.com, Inc. intended the aforementioned representations to induce the Plaintiffs to act in reliance thereon by paying monies and registering Internet names with Registerfly.com.

57. The representations were made either wilfully to deceive, recklessly without knowledge or by mistake and innocently.

58. The Plaintiffs relied on these representations and paid to have 109 Internet names registered with RegisterFly.com.Inc.

59. Such reliance by the Plaintiffs was reasonable and justified based on the knowledge available to Plaintiffs and the circumstances at the time.

60. As a proximate result of the aforementioned misrepresentations the Plaintiffs suffered direct and consequential damages to include emotional distress and mental anguish.

WHEREFORE, Plaintiffs demand twenty-five million dollars (\$25,000,000.00) in compensatory damages and punitive damages in order to punish defendants for their illegal and/or wrongful conduct and to discourage others from participating in the same or similar conduct.

COUNT TWO: MISREPRESENTATION OF MATERIAL FACTS

61. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows:

62. Defendants eNom, Inc. and Internet Corporation For Assigned Names and Numbers, made material representations to the Plaintiffs that included statements that by registering Internet names and paying a certain sum that Plaintiffs would receive certain rights, titles, licenses or interest in these Internet names. Defendants eNom, Inc. and Internet

Corporation For Assigned Names and Numbers also represented to the Plaintiffs that the rights, titles or interest in these Internet names could be renewed by paying a certain sum. Defendants eNom, Inc. and Internet Corporation For Assigned Names and Numbers further represented to the Plaintiffs that the rights, titles or interest in these Internet names could not be transferred. Additionally, Defendants eNom, Inc. and Internet Corporation For Assigned Names and Numbers represented to the Plaintiffs that after they had acquired the rights, titles or interest in these Internet names that it would abide by ICANN's rules, regulations, policies and procedures.

63. The representations made were false.

64. Defendants eNom, Inc. and ICANN Enterprises intended the aforementioned representations to induce the Plaintiffs to act in reliance thereon by paying monies and registering Internet names with Registerfly.com.

65. The representations were made either wilfully to deceive, recklessly without knowledge or by mistake and innocently.

66. The Plaintiffs relied on these representations and paid to have 109 Internet names registered.

67. Such reliance by the Plaintiffs was reasonable and justified based on the knowledge available to Plaintiffs and the circumstances at the time.

68. As a proximate result of the aforementioned misrepresentations the Plaintiffs suffered direct and consequential damages to include emotional distress and mental anguish.

WHEREFORE, Plaintiffs demand twenty five million dollars (\$25, 000,000.00) in compensatory damages and punitive damages in order to punish defendants for their illegal and/or wrongful conduct and to discourage others from participating in the same or similar conduct.

RICO ALLEGATIONS, THE ICANN ENTERPRISE

69. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows: Based on the Plaintiffs' current knowledge, the following persons constitute a group of persons, corporations, partnership, association or other legal entity associated in fact that Plaintiffs refer to as the "ICANN Enterprise. The "ICANN Enterprise" includes the following: Defendant Internet Corporation For Assigned Names and Numbers; RegisterFly.com, Inc.; eNom, Inc. and VeriSign, Inc.

70. The "ICANN Enterprise" is an ongoing organization that engages in and whose activities affect interstate commerce Specifically, in this matter as previously set forth in the proceeding paragraphs, the "ICANN Enterprise" has engaged in numerous acts in violation of U. S. C. 1341 (relating to mail fraud); 18 U. S. C. 1343 (relating to wire fraud) and 18 U. S. c. 1951 (relating to robbery and extortion). Defendants engaged in the aforementioned predicate acts to force contractual provisions on the domain name registers, control fees charged to Internet registrars to register, the ability to register names on the Internet, the ability to maintain Internet domain names and conceal the manner in which it was done.

71. The Defendants participate in and are members of the "ICANN Enterprise". However, Defendants also exist separate and distinct from the enterprise.

72. In order to maintain monies owned by the Plaintiffs, the Defendants needed a system that allows them to force contractual provisions on the domain name registers, control fees charged to Internet registrars to register, the ability to register names on the Internet, the ability to maintain Internet domain names and conceal the manner in which it was done. The "ICANN Enterprise" provides Defendants with this system and ability to control. Furthermore,

the Defendants' control and participation in said system is necessary for the successful operation of their scheme. As previously set forth, the Defendants control and operate the "ICANN Enterprise as follows: by engaging in wire fraud; misrepresenting materials facts from Internet registrars as previously set forth above; unlawfully tying fees for administrative tasks to the regular service fee, by restraining competition and by unlawfully transferring Internet names contrary to Defendants own policies and procedures, conspiring to steal Internet domain names from their owners so that they can charge the owner and additional fee to register it again, conspiring to steal Internet names from the owner so that the names can be resold.

THE PREDICATE ACTS

73. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows:§ 1961(1) of RICO provides that "racketeering activity" includes any acts indictable under 18 U. S. C. 1341 (relating to mail fraud) ; 18 U. S. C. 1343 (relating to wire fraud) and 18 U. S. C. 1951 (relating to extortion and robbery).

74. As previously set forth above, Defendants have engaged in and continue to engage in conduct violating each of the aforementioned laws to effectuate their scheme.

75. Additionally, in order to make their scheme more effective, each of the Defendants sought to aid and abet the other Defendants in violating the laws within the meaning of 18 U. S. C. 2. As a result, Defendants' conduct is also indictable under 18 U. S. C. 1341 and 1343 on an additional basis.

VIOLATIONS OF 18 U.S.C. 1341; 1343 and 1951

76. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs are not alleging that there is a private right of action for violations of either 18 U. S. C. 1341, 1343 or 1951. Plaintiffs are simply setting forth the predicate acts in order to establish their claim pursuant to 18 U. S. C. 1962(c). Plaintiffs further allege as follows:

77. For the purposes of executing and/or attempting to execute the aforementioned scheme to defraud or obtain money by means of false pretenses, representations or promises, the Defendants in violation of U.S.C, 1341 placed in post offices and/or in authorized repositories matter and things to be sent or delivered by the Postal Service, caused matter and things to be delivered by commercial interstate carrier and received matter and things from the Postal Service or commercial interstate carrier to include, but not limited to the following: agreements, correspondence and statements.

78. For the purpose of executing and/or attempting to execute the aforementioned scheme to defraud or obtain money by means of false pretenses, representations or promises, the Defendants in violation of 18 U.S.C. 1343 transmitted and received by wire matter and things which include, but is not limited to agreements, correspondence and statements.

79. The matter and things sent by the Defendants via the Postal Service, commercial carrier, wire or other interstate electronic media include, but is not limited to the following: material containing false and fraudulent misrepresentations that by registering Internet names and paying a certain sum that Plaintiffs would receive certain rights, titles, licenses or interest in these Internet names.

80. Other matter and things sent through or received from the Postal Service, commercial carrier or interstate wire transmission by the Defendants include information and communications in furtherance of or necessary to effectuate the scheme.

81. The Defendants' misrepresentations, acts of concealment and failure to disclose were knowing and intentional and made for the purpose of deceiving the Plaintiffs for the purpose of obtaining the Plaintiffs's property for the Defendants' gain.

82. The Defendants either knew or recklessly disregarded the fact that the misrepresentations and omissions described in the preceding paragraphs above were material and, the Plaintiffs relied on these misrepresentations and omissions to his detriment.

83. As a result, the Defendants have obtained money and property belonging to the Plaintiffs. The Plaintiffs have been injured in their business or property by the Defendants' overt acts of mail and wire fraud and by their aiding and abetting each other's acts of mail and wire fraud.

PATTERN OF RACKETEERING ACTIVITY

Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows: The Defendants have engaged in a "pattern of racketeering activity" as defined by 18 U. S. C. 1961(5) by committing and aiding and abetting in the commission of at least two acts of racketeering activity, i.e. Indictable violations of 18 U. S. C. 1341, 1343 and 1351 as described above, within the past ten years. In fact, in this case, the Defendants have committed or aided and abetted in the commission of numerous acts of racketeering activity. Each activity was related, had a similar purpose,

involved the same or similar participants and method of commission, had similar results and impacted similar victims.

84. The multiple acts of racketeering activity which Defendants committed and/or conspired to commit or aided and abetted in the commission of were related to each other and amount to and pose a threat to continued racketeering activity and, therefore, constitutes a “pattern of racketeering activity” as defined by 18 U.S.C. 1961(5).

COUNT FOUR RICCO VIOLATIONS 1962(c) and 1962(d)

85. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows Section 1962(c) of RICO provides that it “shall be unlawful for any person employed by or associated with any person employed by or associated with any enterprise engaged in or the activities of which affect interstate or foreign commerce to conduct or participate directly or indirectly in the conduct of such enterprise’s affairs through a pattern of racketeering activity . . . “

86. Through patters of racketeering activities outlined above, the Defendants have also conducted and participated in the affairs of the thousands of Internet domain registrars.

1962(d)

87. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows: Section 1962(d) of RICO makes it unlawful “for any person to conspire to violate any of the provisions of subsections (a), (b) or (c) of this section.”

88. Defendants' conspiracy to secure money from the Plaintiffs and others for its own use through the fraudulent scheme described above violates 18 U.S.C. 1962(d).

89. Each of the Defendants agreed to participate, directly or indirectly, in the conduct of the affairs of the "ICANN Enterprise" through a pattern of racketeering activity comprised of numerous acts of mail fraud and wire fraud and each Defendant so participated in violation of 18 U. S. C. 1962(c).

**COUNT FIVE EXCLUSIVE DEALING AND OTHER EXCLUSIONARY AGREEMENT
IN VIOLATION OF SECTION 1 OF THE SHERMAN ACT.**

90. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows:

91. Defendant Internet Corporation For Assigned Names and Numbers' agreements with each registry and the other Defendants for each gTLD unreasonably restricts competition in violation of Section 1 of the Sherman Act.

92. These agreements unreasonably restrain trade and competition in the markets for entry onto the Legacy A root server as well as the secondary legacy roots.

93. These agreements also restrict access to the Defendants' competitors, the alternate roots for entry into the market for the Legacy A root server as well as the secondary legacy roots.

94. The purpose and affect of these agreements are to restrain trade and competition in the market for entry onto the Legacy A root as well as the market for entry on the secondary legacy roots. These agreements violate Section 1 of the Sherman Act 15 U.S.C. 1.

**COUNT SIX UNLAWFUL TYING IN VIOLATION OF SECTION ONE OF THE
SHERMAN ACT**

95. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows

96. When a registrant registers a domain name, the registrant is required to pay a fee for the regular service.

97. The registrant is then required to pay an additional fee for certain administrative tasks that are outside the scope of the regular service.

98. The Defendants have tied the fee for the administrative task to fees for the regular service in violation of Section 1 of the Sherman Act, 15 U. S. C. 1.

99. The purpose and effect of this tying is to prevent competition among the registries and registrars. The tying also restrains competition in the market for entry onto the Legacy A root as well as the market for entry on the secondary legacy roots.

WHEREFORE, Plaintiffs pray for judgment, joint and several, be entered against Defendants in an amount to be determined by a jury, and for further exemplary damages to the extent permitted by law. Plaintiffs also demand the costs of this action, and interest on the judgment as allowed by law.

COUNT SEVEN- SUPPRESSION

100. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows:

101. At the time that Plaintiffs registered their domain names, Defendants willfully, wantonly, fraudulently or recklessly suppressed material facts from the Plaintiffs, including, but not limited to the following:

a. Defendants could transfer the Internet domain names registered by the Plaintiffs;

b. Defendants were going transfer the Internet domain names registered by the Plaintiffs;

c. Defendants were not going to abide by their own rules, regulations, policies procedures;

d. Defendants were going to place fraudulent charges on Plaintiffs' credit cards;

e. Defendants would charge them additional fees for administrative tasks in addition to their regular service charge and

f. Defendants would take control of the Plaintiffs' domain names and

g. Defendants would refuse to renew the Plaintiffs' domain names.

102. Defendants suppressed and concealed this information from Plaintiffs.

103. Under the circumstances, Defendants had a duty to disclose to Plaintiffs the material facts set forth above.

104. Furthermore, because the Defendants had superior knowledge of the facts, and had a means of knowledge and expertise not shared by Plaintiffs, the Defendants had a duty to disclose to Plaintiffs the material facts set forth above.

105. Defendants suppressed and concealed material facts from Plaintiffs in order to induce Plaintiffs to purchase domain names. Without knowledge of the foregoing material facts, Plaintiffs did, in fact, act to their injury by purchasing domain names.

106. Plaintiffs have been damaged as a direct and proximate result of the misrepresentations of Defendants.

107. The actions of Defendants constitute suppression of material facts pursuant to Alabama Code § 6-5-102 (1975).

COUNT EIGHT - BREACH OF CONTRACT

108. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows:

109. Plaintiffs had 109 express contracts with Defendants RegisterFly.com, Inc. and/or eNom, Inc where they registered domain names through and/or with the Defendants. These contracts were completed online through the Internet. Plaintiffs allege they have fully performed their obligation under the contracts by paying the registration fee. Plaintiffs allege that Defendants breached the contracts by not allowing them to renew their domain names; placing fraudulent charges on Plaintiffs' credit cards; illegally taking Plaintiffs' domain names; selling Plaintiffs' domain names to a third party; violating the implied duty of good faith and fair dealing; not abiding by applicable laws and not abiding by applicable governmental regulations.

110. As a direct and proximate result of the breaches of contracts by Defendants, Plaintiffs suffered damages.

COUNT NINE - THIRD PARTY BENEFICIARY

111. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with the allegations in this Count. Plaintiffs further allege as follows:

112. Plaintiffs allege that and Defendants eNom, Inc. and ICANN Enterprises, Inc. entered into an express contract. A copy of which is attached hereto as Exhibit One. This contract allowed Defendant eNom, Inc. to become an accredited ICANN registrar. In addition, Defendants RegisterFly.com, Inc entered into a contract with Defendant e,Nom, Inc. that allowed RegisterFly.com to become a reseller of Defendant e,Nom, Inc.'s domain name services. Plaintiffs allege that Plaintiffs were the intended beneficiary of those contracts because they would be the actual customers registering Internet domain names.

113. All Defendants knew that Plaintiffs would benefit from their contracts and that Plaintiffs could be harmed by any breach of the contracts by any Defendant.

114. Plaintiffs further allege the Defendants breached the various contracts and, therefore, Plaintiffs are entitled to damages as third-party beneficiaries because Plaintiffs suffered damages as a result of the breach.

115. As a direct and proximate result of the actions of Defendants, which combined and concurred to form the basis of this suit, Plaintiffs have suffered damages.

COUNT TEN - NEGLIGENCE:

116. Plaintiffs reallege, as if fully set forth, each and ever allegation contained in the preceding paragraphs and, the preceding paragraphs are to read in conjunction with th allegations in this Count. Plaintiffs further allege as follows:

117. Since it allowed Defendants eNom, Inc. and RegisterFly.com, Inc. to hold themselves out as ICANN accredited registrars, Defendant ICANN assumed a duty to properly supervise, inspect, hire, train, instruct, Defendants eNom, Inc. and RegisterFly.com, Inc. Additionally, since Defendant eNom, Inc. allowed Defendant RegisterFly.com, Inc. to act as a reseller of its domain name registration services it assumed a duty to properly supervise, inspect, hire, train, instruct, Defendant RegisterFly.com, Inc.

118. Defendants breached these duties and others that they owed to Plaintiffs.

119. Defendants' breach of their duties was both reckless and wanton.

120. As a direct and proximate result of Defendants' the above-named Plaintiffs suffered damages.

Dated: October 8, 2007.

Respectfully submitted,

S/ T. Blake Liveoak
T. Blake Liveoak LIV014
Attorney for Plaintiffs

OF COUNSEL:

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CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing; and I hereby certify that any non-E-filing participants to whom the foregoing is due will have a copy of same placed in the United States mail, first class postage prepaid and properly addressed this same day.

Dylan Black, Esquire
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One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2104

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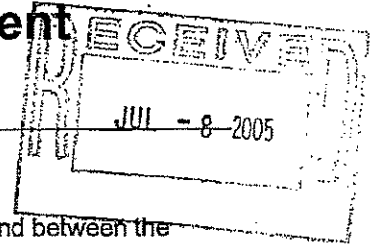
S/ T. Blake Liveoak
OF COUNSEL

Exhibit

1



Registrar Accreditation Agreement



This REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers ("ICANN"), a California non-profit, public benefit corporation, and eNom, Inc., a Nevada corporation ("Registrar"), and shall be deemed made on 25 June 2005 at Los Angeles, California, USA.

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

- 1.1 "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.
- 1.2 "DNS" refers to the Internet domain-name system.
- 1.3 The "Effective Date" is 25 June 2005.
- 1.4 The "Expiration Date" is 24 June 2010.
- 1.5 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.
- 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 a TLD that is the subject of an appendix to this Agreement, whether consisting of two or more (e.g., john.smith.name) levels, about which a TLD 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).
- 1.8 "Registered Name Holder" means the holder of a Registered Name.
- 1.9 The word "Registrar," when appearing with an initial capital letter, refers to eNom, Inc., a party to this Agreement.
- 1.10 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with a Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.
- 1.11 "Registrar Services" means services provided by a registrar in connection with a TLD as to which it has an agreement with the TLD's Registry Operator, and includes contracting with Registered Name Holders, collecting registration data

about the Registered Name Holders, and submitting registration information for entry in the Registry Database.

- 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 and 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 a Registry Database.
- 1.13 "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of a registry 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 A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific TLD.
- 1.15 "Registry Services," with respect to a particular TLD, shall have the meaning defined in the agreement between ICANN and the Registry Operator for that TLD.
- 1.16 A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses accreditation, in accordance with then-current ICANN specifications and policies.
- 1.17 "Term of this Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.
- 1.18 A "TLD" is a top-level domain of the DNS.
- 1.19 "TLD Zone-File Data" means all data contained in a DNS zone file for the registry, 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 Accreditation. During the Term of this Agreement, Registrar is hereby accredited by ICANN to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database) for the TLD(s) that are the subject of appendices to this Agreement according to Subsection 5.5.
- 2.2 Registrar Use of ICANN Name and Website. ICANN hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by ICANN as a registrar for each TLD that is the subject of an appendix to this Agreement and (b) to link to pages and documents within the ICANN web site. No other use of ICANN's name or

website is licensed hereby. This license may not be assigned or sublicensed by Registrar.

- 2.3 General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of Registrar, ICANN shall during the Term of this Agreement:
 - 2.3.1 exercise its responsibilities in an open and transparent manner;
 - 2.3.2 not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;
 - 2.3.3 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and
 - 2.3.4 ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by ICANN standards, policies, procedures or practices.

3 REGISTRAR OBLIGATIONS.

- 3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for each TLD for which it is accredited by ICANN in accordance with this Agreement.
- 3.2 Submission of Registered Name Holder Data to Registry. During the Term of this Agreement:
 - 3.2.1 As part of its registration of Registered Names in a TLD as to which it is accredited, Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the TLD the following data elements:
 - 3.2.1.1 The name of the Registered Name being registered;
 - 3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;
 - 3.2.1.3 The corresponding names of those nameservers;
 - 3.2.1.4 Unless automatically generated by the registry system, the identity of the Registrar;
 - 3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and
 - 3.2.1.6 Any other data the Registry Operator requires be submitted to it.

The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.2.1.1 through 3.2.1.6 as applicable to that TLD; in that event the substitute language shall

replace and supersede Subsections 3.2.1.1 through 3.2.1.6 stated above for all purposes under this Agreement but only with respect to that particular TLD.

3.2.2 Within five (5) business days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by the Registry Operator.

3.2.3 In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated Registry Operator, within ten days of any such request by ICANN, Registrar shall submit an electronic database containing the data elements listed in Subsections 3.2.1.1 through 3.2.1.6 for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to the Registry Operator for the appropriate TLD.

3.3 Public Access to Data on Registered Names. During the Term of this Agreement:

3.3.1 At its expense, Registrar shall provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for each TLD for which it is accredited. The data accessible shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy. Until ICANN otherwise specifies by means of an ICANN adopted specification or policy, this data shall consist of the following elements as contained in Registrar's database:

3.3.1.1 The name of the Registered Name;

3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);

3.3.1.4 The original creation date of the registration;

3.3.1.5 The expiration date of the registration;

3.3.1.6 The name and postal address of the Registered Name Holder;

3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.3.1.1 through 3.3.1.8 as applicable to that TLD; in that event the substitute language shall replace and supersede Subsections 3.3.1.1 through 3.3.1.8 stated above for all purposes under this Agreement but only with respect to that particular TLD.

- 3.3.2 Upon receiving any updates to the data elements listed in Subsections 3.3.1.2, 3.3.1.3, and 3.3.1.5 through 3.3.1.8 from the Registered Name Holder, Registrar shall promptly update its database used to provide the public access described in Subsection 3.3.1.
- 3.3.3 Registrar may subcontract its obligation to provide the public access described in Subsection 3.3.1 and the updating described in Subsection 3.3.2, provided that Registrar shall remain fully responsible for the proper provision of the access and updating.
- 3.3.4 Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 that requires registrars to cooperatively implement a distributed capability that provides query-based Whois search functionality across all registrars. If the Whois service implemented by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, the Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 requiring Registrar, if reasonably determined by ICANN to be necessary (considering such possibilities as remedial action by specific registrars), to supply data from Registrar's database to facilitate the development of a centralized Whois database for the purpose of providing comprehensive Registrar Whois search capability.
- 3.3.5 In providing query-based public access to registration data as required by Subsections 3.3.1 and 3.3.4, Registrar shall not impose terms and conditions on use of the data provided, except as permitted by policy established by ICANN. Unless and until ICANN establishes a different policy according to Section 4, Registrar 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 any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

- 3.3.6 In addition, Registrar shall provide third-party bulk access to the data subject to public access under Subsection 3.3.1 under the following terms and conditions:
- 3.3.6.1 Registrar shall make a complete electronic copy of the data available at least one time per week for download by third parties who have entered into a bulk access agreement with Registrar.
 - 3.3.6.2 Registrar may charge an annual fee, not to exceed US\$10,000, for such bulk access to the data.
 - 3.3.6.3 Registrar's access agreement shall require the third party to agree not to use the data to allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than such third party's own existing customers.
 - 3.3.6.4 Registrar's access agreement shall require the third party to agree not to use the data to enable high-volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.
 - 3.3.6.5 Registrar's access agreement may require the third party to agree not to sell or redistribute the data except insofar as it has been incorporated by the third party into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service for use by other parties.
 - 3.3.6.6 Registrar may enable Registered Name Holders who are individuals to elect not to have Personal Data concerning their registrations available for bulk access for marketing purposes based on Registrar's "Opt-Out" policy, and if Registrar has such a policy, Registrar shall require the third party to abide by the terms of that Opt-Out policy; provided, however, that Registrar may not use such data subject to opt-out for marketing purposes in its own value-added product or service.
- 3.3.7 Registrar's obligations under Subsection 3.3.6 shall remain in effect until the earlier of (a) replacement of this policy with a different ICANN policy, established according to Section 4, governing bulk access to the data subject to public access under Subsection 3.3.1, or (b) demonstration, to the satisfaction of the United States Department of Commerce, that no individual or entity is able to exercise market

power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties.

- 3.3.8 To comply with applicable statutes and regulations and for other reasons, ICANN may from time to time adopt policies and specifications establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (b) on the manner in which Registrar may make such data available. In the event ICANN adopts any such policy, Registrar shall abide by it.

3.4 Retention of Registered Name Holder and Registration Data.

- 3.4.1 During the Term of this Agreement, Registrar shall maintain its own electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within each TLD for which it is accredited. The data for each such registration shall include the elements listed in Subsections 3.3.1.1 through 3.3.1.8; the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and any other Registry Data that Registrar has submitted to the Registry Operator or placed in the Registry Database under Subsection 3.2.
- 3.4.2 During the Term of this Agreement and for three years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry Operator(s) and Registered Name Holders:
 - 3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry Operator(s);
 - 3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration contracts; and
 - 3.4.2.3 In electronic form, records of the accounts of all Registered Name Holders with Registrar, including dates and amounts of all payments and refunds.
- 3.4.3 During the Term of this Agreement and for three years thereafter, Registrar shall make these records available for inspection and copying by ICANN upon reasonable notice. ICANN shall not disclose the content of such records except as expressly permitted by an ICANN specification or policy.

- 3.5 Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, each TLD for which it is accredited. Registrar does not disclaim rights in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in each TLD for which it is accredited, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Registered Name in a TLD for which it is accredited, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any ICANN specifications or policies or (2) transferring rights it claims in data elements subject to the provisions of this Subsection.
- 3.6 Data Escrow. During the Term of this Agreement, on a schedule, under the terms, and in the format specified by ICANN, Registrar shall submit an electronic copy of the database described in Subsection 3.4.1 to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN; (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) ICANN's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, ICANN (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.
- 3.7 Business Dealings, Including with Registered Name Holders.
- 3.7.1 In the event ICANN adopts a specification or policy, supported by a consensus of ICANN-Accredited registrars, establishing or approving a Code of Conduct for ICANN-Accredited registrars, Registrar shall abide by that Code.
- 3.7.2 Registrar shall abide by applicable laws and governmental regulations.
- 3.7.3 Registrar shall not represent to any actual or potential Registered Name Holder that Registrar enjoys access to a registry for which

Registrar is Accredited that is superior to that of any other registrar Accredited for that registry.

3.7.4 Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder upon activation of the registration.

3.7.5 Registrar shall register Registered Names to Registered Name Holders only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registered Name Holder to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration. In the event that ICANN adopts a specification or policy concerning procedures for handling expiration of registrations, Registrar shall abide by that specification or policy.

3.7.6 Registrar shall not insert or renew any Registered Name in any registry for which Registrar is accredited by ICANN in a manner contrary to an ICANN policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal.

3.7.7 Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the following provisions:

3.7.7.1 The Registered Name Holder shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.

3.7.7.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name

Holder-registrar contract and be a basis for cancellation of the Registered Name registration.

- 3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.
- 3.7.7.4 Registrar shall provide notice to each new or renewed Registered Name Holder stating:
- 3.7.7.4.1 The purposes for which any Personal Data collected from the applicant are intended;
 - 3.7.7.4.2 The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);
 - 3.7.7.4.3 Which data are obligatory and which data, if any, are voluntary; and
 - 3.7.7.4.4 How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.
- 3.7.7.5 The Registered Name Holder shall consent to the data processing referred to in Subsection 3.7.7.4.
- 3.7.7.6 The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.
- 3.7.7.7 Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about

which it has provided notice to the Registered Name Holder in accordance with Subsection 3.7.7.4 above.

- 3.7.7.8 Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
- 3.7.7.10 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.
- 3.7.7.11 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.
- 3.7.7.12 The Registered Name Holder shall indemnify and hold harmless the 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 related to the Registered Name Holder's domain name registration.
- 3.7.8 Registrar shall abide by any specifications or policies established according to Section 4 requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact

information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.

3.7.9 Registrar shall abide by any ICANN adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by registrars.

3.7.10 Nothing in this Agreement prescribes or limits the amount Registrar may charge Registered Name Holders for registration of Registered Names.

3.8 Domain-Name Dispute Resolution. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by ICANN under Section 4, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy identified on ICANN's website (www.icann.org/general/consensus-policies.htm).

3.9 Accreditation Fees. As a condition of accreditation, Registrar shall pay accreditation fees to ICANN. These fees consist of yearly and variable fees.

3.9.1 Yearly Accreditation Fee. Registrar shall pay ICANN a yearly accreditation fee in an amount established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation. This yearly accreditation fee shall not exceed US\$4,000 for the first TLD for which Registrar is Accredited plus US\$500 for each additional TLD for which Registrar is Accredited at any time during the year. Payment of the yearly fee shall be due within thirty days after invoice from ICANN.

3.9.2 Variable Accreditation Fee. Registrar shall pay the variable accreditation fees established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation, provided that in each case such fees are reasonably allocated among all registrars that contract with ICANN and that any such fees must be expressly approved by registrars accounting, in the aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all material terms of this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and ICANN.

3.9.3 On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

- 3.10 Insurance. Registrar shall maintain in force commercial general liability insurance with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the term of this Agreement.

4 PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.

- 4.1 Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Agreement, Registrar shall comply with the terms of this Agreement on the schedule set forth in Subsection 4.4, with

4.1.1 new or revised specifications (including forms of agreement to which Registrar 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 Registrar Services, Registry Services, the DNS, or the Internet;

4.2.2 registrar policies reasonably necessary to implement ICANN policies or specifications relating to a DNS registry or to Registry Services;

4.2.3 resolution of disputes concerning the registration of Registered Names (as opposed to the use of such domain names), including where the policies take into account use of the domain names;

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

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

4.2.6 maintenance of and access to accurate and up-to-date contact information regarding Registered Names and nameservers;

4.2.7 reservation of Registered Names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual

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

- 4.2.8 procedures to avoid disruptions of registration due to suspension or termination of operations by a registry operator or a registrar, including allocation of responsibility among continuing registrars of the Registered Names sponsored in a TLD by a registrar losing accreditation; and
- 4.2.9 the transfer of registration data upon a change in registrar sponsoring one or more Registered Names.

Nothing in this Subsection 4.2 shall limit Registrar's obligations as set forth elsewhere in this Agreement.

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 Registrar 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 Registrar 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 Registrar must implement such policy unless it promptly seeks and obtains a stay or injunctive relief under Subsection 5.6.
- 4.3.3 If, following a decision by the Independent Review Panel convened under Subsection 4.3.2, Registrar 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 5.6; provided, however, that Registrar must continue to implement the policy unless it has obtained a stay or injunctive relief under Subsection 5.6 or a final decision is rendered in accordance with the provisions of Subsection 5.6 that relieves Registrar 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 Registrar Services, 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 specifically identified by ICANN on its website (www.icann.org/general/consensus-policies.htm) at the date of this Agreement as having been adopted by the ICANN Board of Directors before the date of this Agreement shall be treated in the same manner and have the same effect as "Consensus Policies" and accordingly shall not be subject to review under Subsection 4.3.2.
- 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 Registrar shall not be obligated to comply with the specification or policy in the interim.

- 4.4 Time Allowed for Compliance. Registrar shall be afforded a reasonable period of time 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.

5 MISCELLANEOUS PROVISIONS.

- 5.1 Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.6 below, provided the party seeking such performance is not in material breach of its obligations.
- 5.2 Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving ICANN thirty days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to ICANN pursuant to this Agreement.
- 5.3 Termination of Agreement by ICANN. This Agreement may be terminated before its expiration by ICANN in any of the following circumstances:
- 5.3.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.
- 5.3.2 Registrar:
- 5.3.2.1 is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of those offenses; or
- 5.3.2.2 is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.
- 5.3.3 Any officer or director of Registrar 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; provided, such officer or director is not removed in such circumstances.
- 5.3.4 Registrar fails to cure any breach of this Agreement (other than a failure to comply with a policy adopted by ICANN during the term of this Agreement as to which Registrar is seeking, or still has time to seek, review under Subsection 4.3.2 of whether a consensus is

present) within fifteen working days after ICANN gives Registrar notice of the breach.

- 5.3.5 Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.6.
- 5.3.6 Registrar continues acting in a manner that ICANN has reasonably determined endangers the stability or operational integrity of the Internet after receiving three days notice of that determination.
- 5.3.7 Registrar becomes bankrupt or insolvent.

This Agreement may be terminated in circumstances described in Subsections 5.3.1 – 5.3.6 above only upon fifteen days written notice to Registrar (in the case of Subsection 5.3.4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.6 to determine the appropriateness of termination under this Agreement. In the event Registrar initiates litigation or arbitration concerning the appropriateness of termination by ICANN, the termination shall be stayed an additional thirty days to allow Registrar to obtain a stay of termination under Subsection 5.6 below. If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 5.6. This Agreement may be terminated immediately upon notice to Registrar in circumstance described in Subsection 5.3.7 above.

- 5.4 Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the ICANN-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Agreement) that ICANN adopts in accordance with Subsection 2.3 and Subsection 4.3. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Agreement, ICANN posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 5.3 above) may elect, by giving ICANN written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and ICANN shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted

agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

- 5.5 Addition or Deletion of TLDs for Which Registrar Accredited. On the Effective Date, Registrar shall be accredited according to Subsection 2.1 for each TLD as to which an appendix executed by both parties is attached to this Agreement. During the Term of this Agreement, Registrar may request accreditation for any additional TLD(s) by signing an additional appendix for each additional TLD in the form prescribed by ICANN and submitting the appendix to ICANN. In the event ICANN agrees to the request, ICANN will sign the additional appendix and return a copy of it to Registrar. The mutually signed appendix shall thereafter be an appendix to this Agreement. During the Term of this Agreement, Registrar may abandon its accreditation for any TLD under this Agreement (provided that Registrar will thereafter remain accredited for at least one TLD under this Agreement) by giving ICANN written notice specifying the TLD as to which accreditation is being abandoned. The abandonment shall be effective thirty days after the notice is given.
- 5.6 Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.6 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if those two arbitrators do not agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN, Registrar 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 arbitration panel has granted an ICANN request for specific performance and Registrar has failed to comply with such ruling. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the Board's determination that a specification or policy is supported by consensus, Registrar may at the same time request that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction

and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

- 5.7 Limitations on Monetary Remedies for Violations of this Agreement. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of accreditation fees paid by Registrar to ICANN under Subsection 3.9 of this Agreement. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to accreditation fees owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.
- 5.8 Handling by ICANN of Registrar-Supplied Data. Before receiving any Personal Data from Registrar, ICANN shall specify to Registrar in writing the purposes for and conditions under which ICANN intends to use the Personal Data. ICANN may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty days after it is provided to Registrar. ICANN shall not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data was provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.
- 5.9 Assignment. Either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld, except that ICANN may, with the written approval of the United States Department of Commerce, assign this agreement by giving Registrar written notice of the assignment. In the event of assignment by ICANN, the assignee may, with the approval of the United States Department of Commerce, revise the definition of "Consensus Policy" to the extent necessary to meet the organizational circumstances of the assignee, provided the revised definition requires that Consensus Policies be based on a demonstrated consensus of Internet stakeholders.
- 5.10 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this Agreement, including any Registered Name Holder.
- 5.11 Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, or when scheduled for delivery by internationally

recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
Registrar Accreditation
4676 Admiralty Way, Suite 330
Marina del Rey, California 90292 USA
Attention: General Counsel
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649

If to Registrar, addressed to:

eNom, Inc.
a Nevada corporation
2002 156th Avenue NE, Suite 300
Bellevue, Washington 98007
USA.
Mailing Address: P.O. Box 7449, Bellevue, Washington 98008
Attention: Martin Garthwaite
Registrar Website URL: www.enom.com
Telephone: 425-883-8860 ext 270
Facsimile: 801-457-7531
e-mail: martin@enom.com


- 5.12 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.
- 5.13 Language. All notices, designations, and specifications made under this Agreement shall be in the English language.
- 5.14 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.
- 5.15 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.
- 5.16 Entire Agreement. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN in connection with its Accreditation, this Agreement (including the appendices, which form part of it) constitutes the

entire agreement of the parties pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

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

ICANN

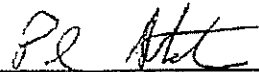
By:



Kurt J. Pritz
Vice President, Business Operations

eNom, Inc.

By:



Name: PAUL STALLONE
Title: CEO

.BIZ APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and eNom, Inc., a Nevada corporation ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix ("**.biz Appendix**") is a part.

Registrar wishes to be accredited in the .biz TLD pursuant to and subject to the Registrar Accreditation Agreement and ICANN wishes to accredit Registrar in the .biz TLD. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

1. Definitions. All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Registrar Accreditation Agreement.
2. Registrar Election. Registrar hereby elects and agrees to become accredited by ICANN to provide Registration Services in the .biz TLD.
3. ICANN's Acceptance. ICANN hereby accepts Registrar's election to become accredited by ICANN to provide Registration Services in the .biz TLD.

IN WITNESS WHEREOF, the parties hereto have caused this **.biz Appendix** to be executed by their duly authorized representatives.

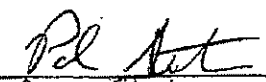
ICANN

By:


Kurt J. Pritz
Vice President, Business Operations

eNom, Inc.

By:


Name: Paul Stahura
Title: CEO
Date: 07-07-2005

.COM APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and eNom, Inc., a Nevada corporation ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix ("**.com Appendix**") is a part.


Registrar wishes to be accredited in the .com TLD pursuant to and subject to the Registrar Accreditation Agreement and ICANN wishes to accredit Registrar in the .com TLD. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

1. Definitions. All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Registrar Accreditation Agreement.
2. Registrar Election. Registrar hereby elects and agrees to become accredited by ICANN to provide Registration Services in the .com TLD.
3. ICANN's Acceptance. ICANN hereby accepts Registrar's election to become accredited by ICANN to provide Registration Services in the .com TLD.

IN WITNESS WHEREOF, the parties hereto have caused this **.com Appendix** to be executed by their duly authorized representatives.

ICANN

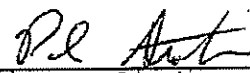
By:



 Kurt J. Pritz
 Vice President, Business Operations

eNom, Inc.

By:



 Name: Paul Stahura
 Title: CEO
 Date: 07/07/2005

.INFO APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and eNom, Inc., a Nevada corporation ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix ("**.info Appendix**") is a part.

Registrar wishes to be accredited in the .info TLD pursuant to and subject to the Registrar Accreditation Agreement and ICANN wishes to accredit Registrar in the .info TLD. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

1. Definitions. All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Registrar Accreditation Agreement.
2. Registrar Election. Registrar hereby elects and agrees to become accredited by ICANN to provide Registration Services in the .info TLD.
3. ICANN's Acceptance. ICANN hereby accepts Registrar's election to become accredited by ICANN to provide Registration Services in the .info TLD.

IN WITNESS WHEREOF, the parties hereto have caused this **.info Appendix** to be executed by their duly authorized representatives.

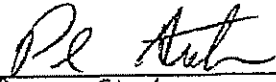
ICANN

By:


Kurt J. Pritz
Vice President, Business Operations

eNom, Inc.

By:


Name: Pawl Stahura
Title: CEO
Date: 07/07/2005

.NAME APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and eNom, Inc., a Nevada corporation ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix ("**.name Appendix**") is a part.

Registrar wishes to be accredited in the .name TLD pursuant to and subject to the Registrar Accreditation Agreement and ICANN wishes to accredit Registrar in the .name TLD. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

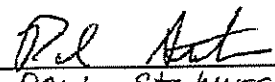
1. **Definitions.** All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Registrar Accreditation Agreement.
2. **Registrar Election.** Registrar hereby elects and agrees to become accredited by ICANN to provide Registration Services in the .name TLD.
3. **ICANN's Acceptance.** ICANN hereby accepts Registrar's election to become accredited by ICANN to provide Registration Services in the .name TLD.
4. **Data Submission.** Pursuant to Subsection 3.2.1, as part of its registration for SLD E-mail forwarding, the NameWatch Service, and Defensive Registrations, Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the TLD that Registry Operator, consistent with Appendix C to its Registry Agreement with ICANN, data elements Registry Operator requires be submitted to it.

IN WITNESS WHEREOF, the parties hereto have caused this **.name Appendix** to be executed by their duly authorized representatives.

ICANN

By: 
 Kurt J. Pritz
 Vice President, Business Operations

eNom, Inc.

By: 
 Name: Paul Stahura
 Title: CEO
 Date: 07/07/2005

.NET APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and eNom, Inc., a Nevada corporation ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix (".net Appendix") is a part.

Registrar wishes to be accredited in the .net TLD pursuant to and subject to the Registrar Accreditation Agreement and ICANN wishes to accredit Registrar in the .net TLD. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

1. Definitions. All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Registrar Accreditation Agreement.
2. Registrar Election. Registrar hereby elects and agrees to become accredited by ICANN to provide Registration Services in the .net TLD.
3. ICANN's Acceptance. ICANN hereby accepts Registrar's election to become accredited by ICANN to provide Registration Services in the .net TLD.

IN WITNESS WHEREOF, the parties hereto have caused this .net Appendix to be executed by their duly authorized representatives.

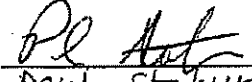
ICANN

By:


Kurt J. Pritz
Vice President, Business Operations

eNom, Inc.

By:


Name: Paul Stahura
Title: CEO
Date: 07/07/2005

.ORG APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and eNom, Inc., a Nevada corporation ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix ("**.org Appendix**") is a part.


Registrar wishes to be accredited in the .org TLD pursuant to and subject to the Registrar Accreditation Agreement and ICANN wishes to accredit Registrar in the .org TLD. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

1. Definitions. All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Registrar Accreditation Agreement.
2. Registrar Election. Registrar hereby elects and agrees to become accredited by ICANN to provide Registration Services in the .org TLD.
3. ICANN's Acceptance. ICANN hereby accepts Registrar's election to become accredited by ICANN to provide Registration Services in the .org TLD.

IN WITNESS WHEREOF, the parties hereto have caused this **.org Appendix** to be executed by their duly authorized representatives.

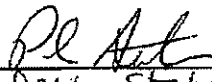
ICANN

By:


Kurt J. Pritz
Vice President, Business Operations

eNom, Inc.

By:


Name: Paw Stahura
Title: CEO
Date: 07/07/2005

.PRO APPENDIX


ICANN and eNom, Inc. have entered into a Registrar Accreditation Agreement ("RAA"), of which this .pro Appendix ("Appendix") is a part. Pursuant to and subject to the RAA, Registrar and ICANN hereby agree as follows:

1. **Definitions.** As used in the RAA (including this appendix) with respect to the .pro TLD, all initially capitalized terms not otherwise defined in this Appendix shall have the definitions assigned to such terms in the RAA.
2. **Registrar Election.** Registrar hereby elects and agrees to become accredited by ICANN to provide Registrar Services in the .pro TLD.
3. **ICANN's Acceptance.** ICANN hereby accepts Registrar's election to become accredited by ICANN to provide Registrar Services in the .pro TLD.

IN WITNESS WHEREOF, the parties hereto have caused this .pro Appendix to be executed by their duly authorized representatives.

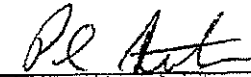
ICANN

By:


Kurt J. Pritz
Vice President, Business Operations

eNom, Inc.

By:


Name: Paul Stahura
Title: CEO
Date: 07/07/2005

LOGO LICENSE APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and eNom, Inc., a Nevada corporation ("Registrar") have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix ("Logo License Appendix") is a part. Definitions in the Registrar Accreditation Agreement apply in this Logo License Appendix.

Registrar wishes to acquire from ICANN, and ICANN wishes to grant to Registrar, a license to use the trademarks listed below the signature block of this Logo License Appendix ("Trademarks") in connection with Registrar's role as an ICANN-accredited registrar. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

1 LICENSE

- 1.1 Grant of License. ICANN grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks, during the term of this appendix and solely in connection with the provision and marketing of Registrar Services in order to indicate that Registrar is accredited as a registrar of domain names by ICANN. Except as provided in this subsection and Subsection 2.2 of the Registrar Accreditation Agreement, Registrar shall not use the Trademarks, any term, phrase, or design which is confusingly similar to the Trademarks or any portion of the Trademarks in any manner whatsoever.
- 1.2 Ownership of Trademarks. Any and all rights in the Trademarks that may be acquired by Registrar shall inure to the benefit of, and are hereby assigned to, ICANN. Registrar shall not assert ownership of the Trademarks or any associated goodwill.
- 1.3 No Sublicense. Registrar shall not sublicense any of its rights under this appendix to any other person or entity (including any of Registrar's resellers) without the prior written approval of ICANN.

2 REGISTRATION AND ENFORCEMENT

- 2.1 Registration. Registration and any other form of protection for the Trademarks shall only be obtained by ICANN in its name and at its expense.
- 2.2 Enforcement. Registrar shall promptly notify ICANN of any actual or suspected infringement of the Trademarks by third parties, including Registrar's resellers or affiliates. ICANN shall have the sole discretion to initiate and maintain any legal proceedings against such third parties; Registrar shall not take any such actions without the prior written approval of ICANN; and ICANN shall retain any and all recoveries from such actions.
- 2.3 Further Assurances. Registrar agrees to execute such other documents and to take all such actions as ICANN may request to effect the terms of this appendix, including providing such materials (for example URLs and samples of any promotional materials bearing the Trademarks), cooperation, and assistance as may be reasonably required to assist ICANN in obtaining, maintaining, and

enforcing trademark registration(s) and any other form of protection for the Trademarks.

3 TERM AND TERMINATION


This Logo License Appendix shall be effective from the date it is signed below by both parties until the Expiration Date, unless this appendix or the Registrar Accreditation Agreement is earlier terminated. Each party shall have the right to terminate this appendix at any time by giving the other party written notice. Upon expiration or termination of this appendix, Registrar shall immediately discontinue all use of the Trademarks.

IN WITNESS WHEREOF, the parties have caused this Logo License Appendix to be executed by their duly authorized representatives.

ICANN

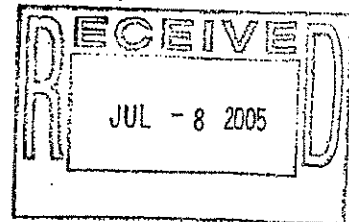
By: 
Kurt J. Pritz
Vice President, Business Operations

eNom, Inc.

By: 
Name: Paul Stahura
Title: CEO
Date: 07/07/2005

TRADEMARKS:

- 1. ICANN Accredited Registrar
- 2.



EX. B



Uniform Domain Name Dispute Resolution Policy

Policy Adopted: August 26, 1999
Implementation Documents Approved: October 24, 1999

Notes:

1. This policy is now in effect. See www.icann.org/udrp/udrp-schedule.htm for the implementation schedule.
2. This policy has been adopted by all accredited domain-name registrars for domain names ending in .com, .net, and .org. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).
3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at www.icann.org/udrp/udrp-rules-24oct99.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to

determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the

registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in

the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration

to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

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

Page Updated 05-Feb-2002

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Exhibit

2

*Agreement b/t
VeriSign & other companies
like GoDaddy.com*



Revised VeriSign .com Registry Agreement: Appendix F

Posted: 16 April 2001

Registry-Registrar Agreement

Note: The notice period in Section 3.3 shall be ninety (90) days only if a notice period for implementation of material changes to the Registry-Registrar Protocol, Application Program Interfaces, or reference client software applies to all unsponsored TLDs under Registry Agreement with ICANN. Otherwise, the notice period of Section 3.3 shall be sixty (60) days.

REGISTRY-REGISTRAR AGREEMENT

This Registry-Registrar Agreement (the "Agreement") is dated as of _____, _____ ("Effective Date") by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, , Virginia 20166 ("VGRS"), and _____, a _____ corporation, with its principal place of business located at _____ ("Registrar"). VeriSign and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, multiple registrars provide Internet domain name registration services within the .com top-level domain wherein VGRS operates and maintains certain TLD servers and zone files;

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .com TLD.

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, VGRS and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

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

1.2. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

1.3. "IP" means Internet Protocol.

1.4 "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 VGRS 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).

1.5 "Registry TLD" means the .com TLD.

1.6. The "System" refers to the multiple registrar system operated by VGRS for registration of Registered Names in the Registry TLD.

1.7. A "TLD" is a top-level domain of the DNS.

1.8. The "Licensed Product" refers to the RRP, APIs, and software, collectively.

2. OBLIGATIONS OF THE PARTIES

2.1. System Operation and Access. Throughout the Term of this Agreement, VGRS shall operate the System and provide Registrar with access to the System enabling Registrar to transmit domain name registration information for the Registry TLD to the System according to a protocol developed by VGRS and known as the Registry Registrar Protocol ("RRP").

2.2. Distribution of RRP, APIs and Software. No later than three business days after the Effective Date of this Agreement, VGRS shall provide to Registrar (i) full documentation of the RRP, (ii) "C" and "Java" application program interfaces ("APIs") to the RRP with documentation, and (iii) reference client software ("Software") that will enable Registrar to develop its system to register second-level domain names through the System for the Registry TLD. If VGRS elects to modify or upgrade the APIs and/or RRP, VGRS shall provide updated APIs to the RRP with documentation and updated Software to Registrar promptly as such updates become available.

2.3. Registrar Responsibility for Customer Support. Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer (the "Registered Name holder") orders.

2.4. Data Submission Requirements. As part of its registration of all Registered Name registrations in the Registry TLD during the Term of this Agreement, Registrar shall submit the following data elements using the RRP concerning Registered Name registrations it processes:

2.4.1. The Registered Name being registered;

2.4.2. The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

2.4.3. The corresponding host names of those nameservers;

2.4.4. Unless automatically generated by the registry system, the identity of the registrar;

2.4.5. Unless automatically generated by the registry system, the expiration date of the registration; and

2.4.6. Other data required as a result of further development of the registry system by the Registry.

2.5. License. Registrar grants VGRS as Registry a non-exclusive non-transferable limited license to the data elements consisting of the Registered Name, the IP addresses of nameservers, and the identity of the registering registrar for propagation of and the provision of authorized access to the TLD zone files.

2.6. Registrar's Registration Agreement and Domain Name Dispute Policy. Registrar shall have developed and employ in its domain name registration business an electronic or paper registration agreement, including a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit A (which may be amended from time to time by Registrar, provided a copy is furnished to VGRS three (3) business days in advance of any such amendment), to be entered into by Registrar with each Registered Name holder as a condition of registration. Registrar shall include terms in its agreement with each Registered Name holder that are consistent with Registrar's duties to VGRS hereunder.

2.7. Secure Connection. Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each RRP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every RRP client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

2.8. Domain Name Lookup Capability. Registrar agrees to employ in its domain name registration business VGRS's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

2.9. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Sponsorship of Registrations Between Registrars appended hereto as Exhibit B.

2.10. 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 VGRS records shall control.

2.11. Compliance with Terms and Conditions. Registrar agrees to comply with all other reasonable terms or conditions established from time to time, to assure sound operation of the System, by VGRS in a non-arbitrary manner and applicable to all registrars, including affiliates of VGRS, and consistent with VGRS's Cooperative Agreement with the United States Government or VGRS's Registry Agreement with ICANN, as applicable, upon VGRS's notification to Registrar of the establishment of those terms and conditions.

2.12. 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 RRP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, VGRS may, in its sole discretion, temporarily suspend access to the System. Such temporary suspensions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of VGRS.

2.13. Surety Instrument. During the Initial Term and any Renewal Terms, Registrar shall have in place a performance bond, letter of credit or equivalent instrument (the "Surety Instrument") from a surety acceptable to VGRS, in the amount of \$100,000 U.S. dollars. (A single such Surety Instrument shall satisfy this obligation and Registrar's obligations under similar provisions of other Registry-Registrar Agreements between Registrar and VGRS.) The terms of the Surety Instrument shall indemnify and hold harmless VGRS 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 VGRS as provided in Section 6.16 by making payment(s) up to the full amount of the bond within ten (10) days of VGRS's having notified the surety of its claim(s) of damages, having identified the basis for any such claim. VGRS shall not be entitled to payment under the Surety Instrument until such time as it has certified that it has incurred expenses for which it is entitled to reimbursement in accordance with the provisions of Section 6.16 of this Agreement.

2.14. Prohibited Domain Name Registrations. Registrar agrees to comply with the policies of VGRS that will be applicable to all registrars and that will prohibit the registration of certain domain names in the Registry TLD which are not allowed to be registered by statute or regulation.

2.15. Indemnification Required of Registered Name Holders. Registrar

shall require each Registered Name holder to indemnify, defend and hold harmless VGRS, and its directors, officers, employees, agents, and affiliates 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.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, VGRS 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 RRP, APIs and Software, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The RRP, APIs and Software, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name holders. Registrar, using the RRP, APIs and Software, as well as updates and redesigns thereof, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

3.2. Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the written consent of VGRS, Registrar shall not: (i) sublicense the RRP, APIs or Software or otherwise permit any use of the RRP, APIs or Software by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the RRP, APIs or Software other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the RRP, APIs or Software for any unauthorized purpose, or (iv) use or permit use of the RRP, APIs or Software in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose.

Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) 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.

3.3. Changes to Licensed Materials. VGRS may from time to time make modifications to the RRP, APIs or Software licensed hereunder that will enhance functionality or otherwise improve the System. VGRS will provide

Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the RRP, APIs or software licensed hereunder.

4. SUPPORT SERVICES

4.1. Engineering Support. VGRS agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. local Herndon, Virginia time or at such other times as may be mutually agreed upon) to address engineering issues arising in connection with Registrar's use of the System.

4.2. Customer Service Support. During the Term of this Agreement, VGRS will provide reasonable telephone and e-mail customer service support to Registrar, not Registered Name holders or prospective customers of Registrar, for non-technical issues solely relating to the System and its operation. VGRS will provide Registrar with a telephone number and e-mail address for such support during implementation of the RRP, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. VGRS 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.

5. FEES

5.1. Registration Fees.

(a) Registrar agrees to pay VGRS the non-refundable amounts of US\$ 6 for each annual increment of an initial domain name registration and US\$ 6 for each annual increment of a domain name re-registration (collectively, the "Registration Fees") registered by Registrar through the System.

(b) VGRS reserves the right to adjust the Registration Fees prospectively upon thirty (30) days prior notice to Registrar, provided that such adjustments are consistent with VGRS's Cooperative Agreement with the United States Government or its Registry Agreement with ICANN, as applicable, and are applicable to all registrars in the Registry TLD. VGRS will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of VGRS's invoice pursuant to a letter of credit, deposit account, or other acceptable credit terms agreed by the Parties.

5.2. Change in Registrar Sponsoring Domain Name. Registrar may assume sponsorship of an Registered Name holder's existing domain name registration from another registrar by following the policy set forth in Exhibit B to this Agreement.

(a) For each transfer of the sponsorship of a domain-name registration under Part A of Exhibit B, Registrar agrees to pay

VGRS the renewal registration fee associated with a one-year extension, as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer.

(b) For a transfer approved by ICANN under Part B of Exhibit B, Registrar agrees to pay VGRS US\$ 0 (for transfers of 50,000 names or fewer) or US\$ 50,000 (for transfers of more than 50,000 names).

Fees under this Section 5.2 shall be due immediately upon receipt of VGRS's invoice pursuant to a letter of credit, deposit account, or other acceptable credit terms agreed by the Parties.

5.3. Pro-Rata Charges for ICANN Fees. Registrar agrees to pay to VGRS, within ten (10) days of VGRS's invoice, a portion of any variable registry-level fees paid by VGRS to ICANN, pro-rated among all registrars sponsoring registrations in the Registry TLD based on their relative numbers of domain-name registrations sponsored.

5.4. Non-Payment of Fees. Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within five (5) days of the date when due, VGRS may stop accepting new registrations and/or delete the domain names associated with invoices not paid in full from the Registry database and give written notice of termination of this Agreement pursuant to Section 6.1(b) below.

6. MISCELLANEOUS

6.1. Term of Agreement and Termination.

(a) **Term of the Agreement.** The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or VGRS ceases to operate the registry for the Registry TLD. In the event that revisions to VGRS's Registry-Registrar Agreement are approved or adopted by the U.S. Department of Commerce, or ICANN, as appropriate, Registrar will execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within fifteen (15) days, terminate this Agreement immediately by giving written notice to VGRS.

(b) **Termination For Cause.** In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not

substantially cured within thirty (30) 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.

(c) Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving VGRS thirty (30) days notice of termination.

(d) Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation for the Registry TLD by ICANN, or its successor, is terminated or expires without renewal.

(e) Termination in the Event that Successor Registry Operator is Named. This Agreement shall terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to operate the registry for the Registry TLD.

(f) Termination in the Event of 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.

(g) Effect of Termination. Upon expiration or termination of this Agreement, VGRS will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to VGRS for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed registrar(s) of the Registry, in compliance with Exhibit B, Part B, or any other procedures established or approved by the U.S. Department of Commerce or ICANN, as appropriate, and (ii) either return to VGRS or certify to VGRS the destruction of all data, software and documentation it has received under this Agreement.

(h) Survival. In the event of termination of this Agreement, the following shall survive: (i) Sections 2.5, 2.6, 6.1(g), 6.2, 6.6, 6.7, 6.10, 6.12, 6.13, 6.14, and 6.16; (ii) the Registered Name holder's obligations to indemnify, defend, and hold harmless VGRS, as stated in Section 2.15; (iii) the surety's obligations under the Surety Instrument described in Section 2.13 with respect to matters

arising during the term of this Agreement; and (iv) Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

6.2. No Third Party Beneficiaries; Relationship of The Parties. This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Name holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

6.3. Force Majeure. Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

6.4. 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.

6.5. Amendment in Writing. Any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties.

6.6. 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).

6.7. Dispute Resolution; Choice of Law; Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the eastern district of the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the

eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.

6.8. 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 party has given a notice of a change of address in writing:

if to Registrar:

with a copy to:

if to VGRS:

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

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

Deputy General Counsel
VeriSign, Inc.
505 Huntmar Park Drive

Herndon, Virginia 20170
Telephone: 1/703/742/0400
Facsimile: 1/703/742/7916

6.9. Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of VGRS.

6.10. Use of Confidential Information. The Parties' use and disclosure of Confidential Information disclosed hereunder are subject to the terms and conditions of the Parties' Confidentiality Agreement (Exhibit C) that will be executed contemporaneously with this Agreement. Registrar agrees that the RRP, APIs and Software are the Confidential Information of VGRS.

6.11. Delays or Omissions; 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. No 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.

6.12. Limitation of Liability. IN NO EVENT WILL VGRS BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VGRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.13. 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.

6.14. Intellectual Property. Subject to Section 2.5 above, 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.

6.15. Representations and Warranties

(a) 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, pursuant to an accreditation agreement dated after November 4, 1999, (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, and (6) Registrar's Surety Instrument provided hereunder is a valid and enforceable obligation of the surety named on such Surety Instrument.

(b) VGRS. VGRS 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 VGRS, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by VGRS in order for it to enter into and perform its obligations under this Agreement.

(c) Disclaimer of Warranties. The RRP, APIs and Software are provided "as-is" and without any warranty of any kind. VGRS 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. VGRS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE RRP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE RRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE RRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VGRS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE RRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE RRP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.16. Indemnification. Registrar, at its own expense and within thirty (30) days of presentation of a demand by VGRS under this paragraph, will

indemnify, defend and hold harmless VGRS and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against VGRS or any affiliate of VGRS 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 of 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) VGRS provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, VGRS will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses VGRS for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without VGRS'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 VGRS in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.17. Entire Agreement; Severability. This Agreement, which includes Exhibits A, B, and C, constitutes the entire agreement between the Parties concerning the subject matter hereof 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. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

VeriSign, Inc.

By: _____
Name: _____
Title: _____

[Registrar]

By: _____
Name: _____

Title: _____

Exhibit A
Registrar's Dispute Policy

[To be supplied from time to time by Registrar]

Exhibit B
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 an 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 Registry Registrar Protocol, 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, VGRS will transmit an e-mail notification to both Registrars.

VGRS shall complete the "transfer" if either:

- 1) the losing Registrar expressly "approves" the request, or
- 2) VGRS 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, VGRS 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 VGRS 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 VGRS for the Registry TLD.
- (b) ICANN must certify in writing to VGRS 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, VGRS will make the necessary one-time changes in the registry database for no charge, for transfers involving 50,000 name registrations or fewer. If the transfer involves registrations of more than 50,000 names, VGRS will charge the gaining registrar a one-time flat fee of US\$ 50,000.

THIS CONFIDENTIALITY AGREEMENT is entered into by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, Virginia 20166 ("VGRS"), and _____, a _____ corporation having its principal place of business in _____ ("Registrar"), through their authorized representatives, and takes effect on the date executed by the final party (the "Effective Date").

Under this Confidentiality Agreement ("Confidentiality Agreement"), the Parties intend to disclose to one another information which they consider to be valuable, proprietary, and confidential.

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information

1.1. "Confidential Information", as used in this Confidentiality Agreement, shall mean 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 Confidentiality 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.

2. Confidentiality Obligations

2.1. In consideration of the disclosure of Confidential Information, the Parties agree that:

(a) The receiving party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from the disclosing party, including implementing reasonable physical security measures and operating procedures.

(b) The receiving party shall make no disclosures whatsoever of any Confidential Information 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 terms of this Confidentiality Agreement.

(c) The receiving party shall not modify or remove any Confidential legends and/or copyright notices appearing on any Confidential

Information.

2.2. The receiving party's duties under this section (2) shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties.

3. Restrictions On Use

3.1. The receiving party agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of providing domain name registration services as a registrar and for no other purposes whatsoever.

3.2. No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other VGRS proprietary rights are granted by the disclosing party to the receiving party by this Confidentiality Agreement, or by any disclosure of any Confidential Information to the receiving party under this Confidentiality Agreement.

3.3. The receiving party agrees not to prepare any derivative works based on the Confidential Information.

3.4. The receiving party agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by the receiving party.

4. Miscellaneous

4.1. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

4.2. The obligations set forth in this Confidentiality Agreement shall be continuing, provided, however, that this Confidentiality Agreement 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.

4.3. This Confidentiality Agreement may be terminated by either party upon breach by the other party of any its obligations hereunder and such breach is not cured within three (3) calendar days after the allegedly breaching party is notified by the disclosing party of the breach. In the event of any such termination for breach, all Confidential Information in the possession of the Parties shall be immediately returned to the disclosing party; the receiving party shall provide full voluntary disclosure to the disclosing party of any and

all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of Sections 2 and 3 hereof shall survive such termination and remain in full force and effect. In the event that the Registrar License and Agreement between the Parties is terminated, the Parties shall immediately return all Confidential Information to the disclosing party and the receiving party shall remain subject to the obligations of Sections 2 and 3.

4.4. The terms and conditions of this Confidentiality Agreement shall inure to the benefit of the Parties and their successors and assigns. The Parties' obligations under this Confidentiality Agreement may not be assigned or delegated.

4.5. The Parties agree that they shall be entitled to seek all available legal and equitable remedies for the breach of this Confidentiality Agreement.

4.6. The terms and conditions of this Confidentiality Agreement may be modified only in a writing signed by VGRS and Registrar.

4.7. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

4.8. If any part of this Confidentiality Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and the Parties agree: (a) to negotiate in good faith to amend this Confidentiality Agreement to achieve as nearly as legally possible the purpose or effect as the stricken part, and (b) that the remainder of this Confidentiality Agreement shall at all times remain in full force and effect.

4.9. This Confidentiality Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof.

4.10. Any obligation imposed by this Confidentiality Agreement may be waived in writing by the disclosing party. Any such waiver shall have a one-time effect and shall not apply to any subsequent situation regardless of its similarity.

4.11. Neither Party has an obligation under this Confidentiality Agreement to purchase, sell, or license any service or item from the other Party.

4.12. The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized

representatives of VGRS and Registrar have executed this Confidentiality Agreement in Virginia on the dates indicated below.

("Registrar")

By: _____
Title: _____
Date: _____

VeriSign, Inc. ("VGRS")

By: _____
Title: _____
Date: _____

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

Page Updated 16-April-2001

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Exhibit

3

VeriSign must abide by this what



.com Registry Agreement: Appendix I (25 May 2001)

Registry Code of Conduct

VeriSign Global Registry Services (VGRS), the registry business of VeriSign, Inc., will at all times strive to operate as a trusted and neutral third party provider of Registry Services. VGRS recognizes that domain names are the means by which businesses, individuals and consumers gain access to, navigate and otherwise benefit from the global Internet. These benefits cannot be fully realized, however, unless the DNS resources are administered in a fair, efficient and neutral manner that makes them available to all qualified parties in the competitive DNS space. To ensure the provision of neutral Registry Services, VGRS will comply with the following Code of Conduct:

1. VGRS will not show any preference or provide any special consideration to any ICANN-accredited registrar with regard to Registry Services provided for the .com TLD.
2. All registrars accredited by ICANN who are authorized to register domain names in the .com registry shall have equivalent access to Registry Services provided by VGRS.
3. VGRS shall not in any way attempt to warehouse, or register domain names in its own right other than through an ICANN-accredited registrar, except for names designated for operational purposes in compliance with Section 24 of the Registry Agreement. VGRS will certify to ICANN every six months that it is abiding by this commitment.
4. Any subsidiary or affiliate of VGRS that operates as an ICANN-accredited registrar shall maintain separate books of account with respect to its registrar operations.
5. VGRS subsidiaries and affiliates engaged in providing Registry Services shall not have access to, and VGRS itself will not use, confidential user data or proprietary information of an ICANN-accredited registrar served by VGRS, received by VGRS in the course of providing Registry Services, except as necessary for registry management and operations.
6. VGRS will take appropriate precautions to prevent the disclosure of confidential user data or proprietary information from any ICANN-accredited registrar, received by VGRS in the course of providing Registry Services, to its affiliates or subsidiaries, except as necessary for registry management and operations.
7. Confidential information about VGRS's Registry Services for the .com TLD will not be shared with employees of any ICANN-accredited registrar, except as necessary for

registry management and operations.

8. VGRS will conduct internal neutrality reviews on a regular basis. In addition, VGRS agrees that it will cooperate with an independent third party ("Auditor") performing Annual Independent Neutrality Audits ("AIN Audits"), to be conducted during the fourth quarter of each calendar year. The Auditor will be selected by ICANN, and will be an accounting firm with significant experience in the review of contractual and other legal commitments. All costs of the AIN Audits will be borne by VGRS. The AIN Audit is intended to determine whether VGRS has been in compliance with Section 23 of the Registry Agreement, and will utilize such tests and techniques as the auditor deems appropriate to determine that compliance. The terms of reference of the AIN Audit will be established by ICANN, subject to the approval of VGRS (such approval not to be unreasonably withheld), and provided to the Auditor by ICANN. A complete report of the results of each AIN Audit shall be provided by the Auditor to ICANN and VGRS no later than 1 December of each calendar year (and by ICANN to the US Departments of Commerce and Justice promptly thereafter). ICANN shall determine that VGRS is in compliance with Section 23 if:

(1) any material breach(es) of Section 23 found by the audit that are susceptible to cure have been cured, or are cured within a reasonable time; and

(2) in addition and not as an alternative to subparagraph (1) above, any monetary sanction that ICANN chooses to impose under the Sanctions Program set forth in Appendix Y for any such breach(es) has been timely paid.

A summary of each AIN Audit report, excluding any information that ICANN and VGRS agree (such agreement not to be unreasonably withheld) is confidential or proprietary, will be posted on the ICANN web site no later than 31 January of the calendar year immediately following the audit.

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

Page Updated 25-May-2001

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