

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

ACCOUNTING CODE
N/A

AWARD NUMBER
NCR 92-18742

RECIPIENT NAME
Network Solutions, Incorporated

AMENDMENT NUMBER
Nineteen (19)

STREET ADDRESS
505 Huntmar Park Drive

EFFECTIVE DATE
November 10, 1999

CITY, STATE, ZIP CODE
Herndon, Virginia 22070

EXTEND WORK COMPLETION TO
November 10, 2003

CFDA NO. AND PROJECT TITLE
11. - National Telecommunications and Information Administration

COSTS ARE REVISED AS FOLLOWS: N/A	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$	\$	\$	\$
RECIPIENT SHARE OF COST	\$	\$	\$	\$
TOTAL ESTIMATED COST	\$	\$	\$	\$

REASON(S) FOR AMENDMENT

1. To extend the award period at no additional cost to the government.
2. To incorporate additional Special Award Conditions.

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

Special Award Conditions

Line Item Budget

Other(s) _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
Betty L. Cassidy
Grants Officer, Office of Executive Assistance Management

DATE
11/10/99

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Jonathan W. Emery
Senior Vice President - General Counsel & Secretary

DATE
11/10/99

SPECIAL AWARD CONDITIONS

Amendment 19 to Cooperative Agreement # NCR 92-18742

I. GENERAL

A. Definitions

- 1) The "Expiration Date" is the date specified in Section I.B.10 below.
- 2) "Accredited Registrar" means an individual or entity accredited by ICANN, or another entity designated by the Department of Commerce, to provide registrar services in the Registry TLDs.
- 3) "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, and its successors and assigns.
- 4) "NSI" refers to Network Solutions, Inc., and its successors and assigns.
- 5) "Other Services" means all services provided by NSI under this Cooperative Agreement other than Registrar Services or Registry Services, including specific obligations of NSI under Section I.B below and the provisions in Amendment 11 to this Cooperative Agreement labeled "Assistance to NewCo," "Root Servers," "Existing NSI Customers," and "New Contracts."
- 6) "Personal Data" refers to data about any identified or identifiable natural person.
- 7) "Registrar Accreditation Agreement" means the ICANN-NSI Registrar Accreditation Agreement entered into contemporaneously with this amendment, as it may be amended from time to time.
- 8) "Registrar Services" mean services provided under this Cooperative Agreement of the type provided by NSI under the Registrar Accreditation Agreement.
- 9) "Registry Agreement" means the ICANN-NSI Registry Agreement entered into contemporaneously with this amendment, as it may be amended from time to time.
- 10) "Registry Data" means all data maintained in electronic form in the registry database, and shall include Zone File Data, all data submitted by registrars in electronic form, and all other data concerning particular registrations or nameservers maintained in electronic form by the registry.
- 11) "Registry Services" means all services provided under this Cooperative Agreement of the type provided by NSI under the Registry Agreement.
- 12) "Registry TLDs" refers to the .com, .net, and .org TLDs.

- 13) "SLD" refers to a second-level domain in the Registry TLDs.
- 14) "Term of the Cooperative Agreement" runs through the earlier of the expiration or termination of this Cooperative Agreement.
- 15) "TLD" refers to a top-level domain in the Internet domain name system.
- 16) "Zone File Data" means all data contained in domain name system zone files for the Registry TLDs as provided to TLD nameservers on the Internet.

B. Agreements

The Department of Commerce and NSI agree as follows:

1. ICANN as NewCo

NSI recognizes ICANN as NewCo in accordance with the provisions of Amendment 11. The term "ICANN" shall replace the term "NewCo" wherever such reference appears in Amendment 11 to the Cooperative Agreement.

2. NSI Relationship with ICANN

A. NSI shall enter into the Registry Agreement (Appendix 1) and the Registrar Accreditation Agreement (Appendix 2). NSI's obligations under the Cooperative Agreement with respect to Registry Services and Registrar Services shall be satisfied by compliance with the Registry Agreement and the Registrar Accreditation Agreement, respectively, for so long as those Agreements (including any renewals of those agreements) are in effect (as determined by the dispute resolution procedures and termination provisions of those Agreements). NSI's obligations under the Cooperative Agreement with respect to Other Services (and Registry Services following the expiration or termination by NSI pursuant to Section 14 of the Registry Agreement) shall be satisfied by compliance with the Cooperative Agreement as amended.

B. If the Registry Agreement is terminated by ICANN for cause pursuant to Section 14 of that agreement, the Department of Commerce shall be entitled under Section I.B.8 below to terminate NSI's obligation to provide Registry Services under the Cooperative Agreement.

C. If the Registrar Accreditation Agreement is terminated by ICANN for cause pursuant to Section II.N of that agreement, the Department of Commerce shall be entitled under Section I.B.8 below to terminate NSI's obligation to provide Registrar Services under the Cooperative Agreement.

D. If the Registry Agreement and the Registrar Accreditation Agreement are both terminated by ICANN for cause pursuant to Section 14 and Section II.N of those agreements respectively, NSI's obligations to provide Registry Services, Registrar Services, and Other Services under the Cooperative Agreement shall terminate upon 90 days notice by either party of its intention to terminate such services.

E. NSI shall only accept registrations in the Registry TLDs from Accredited Registrars.

3. InterNIC

A. Within six months from the effective date of this amendment (the "Transition Period"), NSI shall transfer the internic.com, internic.org and internic.net SLD names to the Department of Commerce. Beginning within twenty-one days of this amendment and until NSI has completed such transfer, NSI shall provide port 43 Whois access to registry data through rs.internic.net. Such Whois service shall return, in addition to the requested registry data, a message stating: "Domain names in the .com, .net, and .org domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information."

B. Until such time as NSI has completed such transfer, NSI in its capacity as registry shall maintain and operate the InterNIC website on behalf of the Department of Commerce, with content approved by the Department of Commerce, as a neutral stand alone web page that shall provide a public directory of all accredited registrars and associated contact information (including hotlinks) and other information regarding domain name registration services as directed by the Department of Commerce. NSI shall activate any substitute web pages supplied in HTML format by the Department of Commerce, during this period, within three business days of its receipt of the substitute web pages.

C. During the period lasting until nine months after the date of this amendment, the Department of Commerce will cooperate with NSI to assure the continued availability of the internic.net SLD name for purposes of email transmissions from registration templates to NSI. Prior to the end of such nine month period, NSI shall modify all of its registration templates and otherwise migrate from the use of the term "InterNIC," or Internet addresses that reflect the term "InterNIC," in connection with its provision of any product or service. Thereafter, the internic.net SLD name shall not be used for the provision of Registrar Services.

D. The Department of Commerce shall not transfer or grant a license for the internic.com, internic.org or internic.net SLD names, or the InterNIC mark, to any other registry or registrar for the purpose of competing with NSI.

E. During the Transition Period, NSI will cooperate with the Department of Commerce, or its designee, to ensure a seamless transition and continuous operation of the InterNIC websites.

4. Other Obligations of the Parties

A. The Department of Commerce will ensure that the authoritative root will point to the TLD zone servers designated by NSI for the Registry TLDs (Registry TLD zone server) until the earlier of the termination of this Cooperative Agreement by the Department of Commerce or termination for cause of the Registry Agreement by ICANN pursuant to Section 14 of that agreement.

B. The Department of Commerce acknowledges and agrees that NSI is and will remain the registry for the Registry TLD(s) until the earlier of the termination of this Cooperative Agreement by the Department of Commerce or termination for cause of the Registry Agreement by ICANN pursuant to Section 14 of that agreement.

C. Notwithstanding any changes NSI may make in the manner in which it propagates Registry TLD Zone File Data to the Registry TLD zone servers NSI shall continue to provide a complete zone file for downloading at least once per day. If, in order to fulfill its obligation to provide bulk public access to zone file data, NSI is required to incur significant additional costs to distribute complete copies of the zone files to multiple third parties, NSI shall be entitled to charge a reasonable cost-based fee provided such fee has been approved in advance by the Department of Commerce, said approval not to be unreasonably withheld.

D. NSI agrees to provide to the Department of Commerce, on a continuing basis, and at no cost to the Department of Commerce, the ability to access the current Registry TLD zone files.

E. In the interest of the smooth, reliable and consistent functioning of the Internet, for so long as the Cooperative Agreement is in effect, NSI agrees not to deploy alternative DNS root server systems.

5. Assignment of Registry Assets

NSI may assign and transfer its registry assets in connection with the sale of its registry business or for any other purpose only with the prior, written approval of the Department of Commerce, said approval not to be unreasonably withheld. Upon the approval of the Department of Commerce, appropriate provisions of the Cooperative Agreement may be assigned provided that the purchaser has agreed in a document of sale for NSI's registry assets to assume NSI's obligations with respect to the provision of Registry Services.

6. Approvals

- A. The Department of Commerce hereby approves the form of certification (Appendix 3) to be submitted every six months in fulfillment of NSI's obligations under Amendment 11 regarding NSI's provision to all licensed Accredited Registrars of equivalent access to its registry.
- B. The Department of Commerce hereby approves the separation of NSI's registry and registrar assets, as described in Appendix 4, in fulfillment of NSI's obligations under Amendment 11 to ensure that the revenues and assets of the registry are not used to financially advantage NSI's registrar activities to the detriment of other registrars.
- C. The Department of Commerce hereby approves the Registrar License and Agreement attached hereto as Appendix 5.
- D. Phase 1 of the development of the Shared Registration System, as described in the Shared Registry Section of Amendment 11, is extended until November 30, 1999. From the date of this amendment until November 30, 1999, NSI may employ either the Registrar License and Agreement approved in Amendment 13 or the Registrar License and Agreement approved in Section I.B.6.C above.

7. Specific Performance

During the Term of the Cooperative Agreement, the Department of Commerce may seek specific performance of any provision of the Cooperative Agreement, provided the Department is not in material breach of its obligations hereunder. This provision shall not entitle the Department of Commerce to seek specific performance of the Registry Agreement. This provision shall not entitle the Department of Commerce to seek specific performance of the Registrar Accreditation Agreement unless and until and for so long as such agreement has been assigned to the Department of Commerce by ICANN.

8. Termination

- A. In the event ICANN designates a Successor Registry pursuant to Section 22 of the Registry Agreement or terminates the Registry Agreement pursuant to Section 14 of that agreement, the Department agrees that upon the conclusion of the transfer when the Successor Registry is established and operational and NSI notifies the Department of the completion of the transfer, the Department will relieve, release and discharge NSI from any responsibility for Registry Services currently performed under the Cooperative Agreement that have been transferred to the Successor Registry.

The final release will be effected by NSI sending a letter to the Department stating that:

Awardee, Network Solutions, Inc. hereby represents and certifies to the Department of Commerce, that in accordance with the requirements contained in Amendment 19 to the Cooperative Agreement NCR-9218742, all requirements relating to its performance as the Registry have been completed.

We therefore request that, as provided by Amendment 19 to the Cooperative Agreement NCR-9218742, the Department of Commerce sign and return a copy of this letter and, in the block indicated below, acknowledge that we have completed the agreed upon items and are fully and finally relieved, released, and discharged from any responsibility for the Registry for com, net, and org TLDs previously performed by Awardee under Cooperative Agreement NCR-9218742 which are now the subject of a contract between ICANN and [the successor Registry]. (attachment).

B. In the event ICANN terminates the Registrar Accreditation Agreement for cause pursuant to Section II.N of that agreement, the Department will relieve, release and discharge NSI from any responsibility for Registrar Services currently performed under the Cooperative Agreement.

The final release will be effected by NSI sending a letter to the Department stating that:

Awardee, Network Solutions, Inc. hereby represents and certifies to the Department of Commerce, that in accordance with the requirements contained in Amendment 19 to the Cooperative Agreement NCR-9218742, all requirements relating to its performance of Registrar Services have been completed.

We therefore request that, as provided by Amendment 19 to the Cooperative Agreement NCR-9218742, the Department of Commerce sign and return a copy of this letter and, in the block indicated below, acknowledge that we have completed the agreed upon items and are fully and finally relieved, released, and discharged from any responsibility for the provision of Registrar Services for com, net, and org TLDs previously performed by Awardee under Cooperative Agreement NCR-9218742.

C. If the both the Registrar Accreditation Agreement and the Registry Agreement are terminated by ICANN for cause, the Department will relieve, release and discharge NSI from any responsibility for continuing to provide Other Services that are required under the Cooperative Agreement.

The final release will be effected by NSI sending a letter to the Department stating that:

Awardee, Network Solutions, Inc. hereby represents and certifies to the Department of Commerce, that in accordance with the requirements contained in

Amendment 19 to the Cooperative Agreement NCR-9218742, all requirements relating to its performance of Other Services have been completed.

We therefore request that, as provided by Amendment 19 to the Cooperative Agreement NCR-9218742, the Department of Commerce sign and return a copy of this letter and, in the block indicated below, acknowledge that we have completed the agreed upon items and are fully and finally relieved, released, and discharged from any responsibility for the provision of Other Services previously performed by Awardee under Cooperative Agreement NCR-9218742.

D. In the event that a final judgment is rendered specifically enforcing any provision of the Cooperative Agreement, the Department of Commerce may, by giving written notice, demand that NSI comply with such judgment. In the event that NSI fails to comply with such judgment within ninety days after the giving of notice, the Department of Commerce may terminate the Cooperative Agreement immediately by giving NSI written notice of termination and the Department of Commerce may initiate either a competitive action or other transaction pursuant to Section II.9 below or request ICANN to initiate procedures for designating a successor registry in compliance with the provisions of the Registry Agreement.

E. NSI shall cooperate in a transfer of responsibility for the provision of Registry Services, Registrar Services or Other Services that are required under the Cooperative Agreement.

F. This Section I.B.8 shall be read in accordance with the order of precedence provisions contained in Article 13 of the Cooperative Agreement Special Conditions. After the date of this amendment and for the Term of the Cooperative Agreement, Section I.B.8 shall supersede Section 37 ("Suspension or Termination for Convenience") of the Cooperative Agreement General Conditions and Article 25 ("Suspension or Termination") of the Grant General Conditions.

9. Compliance with Section II of this Amendment

While the Registry Agreement remains in effect, NSI shall not be obligated to comply with the provisions of Section II of this amendment. Upon termination (i) by NSI of the Registry Agreement pursuant to Section 14 of that agreement, (ii) due to the withdrawal of the Department's recognition of ICANN as described in Section 24 of that agreement, or (iii) by NSI with the approval of the Department of Commerce under Section 16(B) of that agreement, NSI shall no longer be required to comply with the Registry Agreement and NSI's obligations under Section II of this amendment shall take immediate effect without further action by the Department of Commerce or NSI.

10. Expiration Date

The Expiration Date of the Cooperative Agreement shall be four years after the date this amendment is signed, unless extended as provided below. In the event that NSI completes the legal separation of the ownership of its Registry Services business from its registrar business by divesting all the assets and operations of one of those businesses, within 18 months after the date of this amendment to an unaffiliated third party that enters an agreement enforceable by the Department of Commerce (i) not to be both a registry and a registrar in the Registry TLDs, and (ii) not to control, own or have as an affiliate any individual(s) or entity(ies) that, collectively, act as both a registry and a registrar in the Registry TLDs, the Expiration Date shall be extended for an additional four years, resulting in a total term of eight years. For the purposes of this Section, "unaffiliated third party" means an entity in which NSI (including its assigns, subdivisions, and divisions, and their respective directors, officers, employees, agents and representatives), does not have majority equity ownership or the ability to exercise managerial or operational control, either directly or indirectly through one or more intermediaries. "Control," as used in this Section I.B.10, means any of the following: (1) ownership, directly or indirectly, or other interest entitling NSI to exercise in the aggregate 25% or more of the voting power of an entity; (2) the power, directly or indirectly, to elect 25% or more of the board of directors (or equivalent governing body) of an entity; or (3) the ability, directly or indirectly, to direct or cause the direction of the management, operations, or policies of an entity.

11. Other Top Level Domains

Until such time as the Department of Commerce designates successor registries for the .edu and .us top level domains, NSI shall continue to provide Registry and, as appropriate, Registrar Services for such domains at no cost to the U.S. Government in the manner and at the funding level that these services are now provided. Upon the designation by the Department of Commerce of successor registries, which shall take place within 12 months of the date of this amendment, NSI shall cooperate with the Department of Commerce and the successor registries to facilitate the smooth transition of operation of these top level domains. With respect to the transfer of .edu, such cooperation shall include timely transfer to the successor registry of an electronic copy of the top level domain database and a full specification of the format of the data. After such transfers, NSI shall be relieved of further obligations for these domains under the Cooperative Agreement, and NSI shall no longer be the registry for these domains.

II. ADDITIONAL OBLIGATIONS

The Department of Commerce and NSI agree as follows:

1. NSI Obligations

During the Term of the Cooperative Agreement:

- A. NSI agrees that it will operate the registry for the Registry TLDs in accordance with the Cooperative Agreement;

B. NSI agrees to comply with Department of Commerce policies and directives regarding material aspects of NSI's provision of Registry Services as distinct from the detailed or day to day administration of the Registry.

C. NSI acknowledges and agrees that upon the earlier of the expiration or termination of the Cooperative Agreement, pursuant to Section I.B.8 of this amendment, it will cease to be the registry for the Registry TLDs, unless prior to the end of the Term of the Cooperative Agreement NSI is chosen as the Successor Registry in accordance with the provisions of the Cooperative Agreement. NSI shall cooperate in the transfer of responsibility for operation of the registry to the successor registry. Such cooperation shall include the timely transfer to the successor registry of an electronic copy of the registry database and of a full specification of the format of the data.

2. Data Escrow

NSI shall deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by NSI and the Department of Commerce, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at NSI's expense, by a reputable escrow agent mutually approved by NSI and the Department of Commerce, such approval also not to be unreasonably withheld by either party. The escrow shall be held under an agreement among NSI, the Department of Commerce, and the escrow agent providing that (A) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to the Department of Commerce; (B) the data shall be released to the Department of Commerce upon termination by the Department of Commerce of the Cooperative Agreement or upon its expiration if (1) the Cooperative Agreement has not sooner been terminated and (2) NSI has not been designated as the successor registry as the result of a competitive action or other transaction in accordance with applicable federal law and regulations.

3. NSI Handling of Personal Data

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

4. Publication by NSI of Registry Data

A. NSI 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) registry database data

which, in response to input of an SLD name, shall report at least the following data elements in response to queries: (a) the SLD name registered, (b) the TLD in which the SLD is registered; (c) the IP addresses and corresponding names of the primary nameserver and secondary nameserver(s) for such SLD, (d) the identity of the sponsoring Registrar, and (e) the date of the most recent modification to the domain name record in the registry database; provided, however, that if the Department of Commerce adds to or subtracts from these elements, NSI will implement that policy.

B. To ensure operational stability of the registry, NSI may temporarily limit access under subsection (A), in which case NSI shall immediately notify the Department of Commerce in writing or electronically of the nature of and reason for the limitation. NSI shall not continue the limitation longer than three business days if the Department of Commerce objects in writing or electronically, which objection shall not be unreasonably made. Such temporary limitations shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including NSI.

C. NSI as registry shall comply with Departmental direction providing for development and operation of a capability that provides distributed free public query-based (web and command-line) access to current registration data implemented by Accredited Registrars providing for capabilities comparable to WHOIS, including (if called for by Departmental direction) registry database lookup capabilities according to a specified format. If such a service implemented by Accredited Registrars on a distributed basis does not within a reasonable time provide reasonably robust, reliable and convenient access to accurate and up-to-date registration data, NSI as registry shall cooperate and, if reasonably determined to be necessary by the Department of Commerce (considering such possibilities as remedial actions by specific registrars), provide data from the registry database to facilitate the development of a centralized service providing equivalent functionality in a manner established by Departmental direction.

5. Performance and Functional Specifications for Registry Services

Unless and until otherwise directed by the Department of Commerce, NSI shall provide registry services to Accredited Registrars meeting the performance and functional specifications set forth in the SRS specification then in place under the Registry Agreement. In the event the Department directs different performance and functional standards for the registry, NSI shall comply with those standards to the extent practicable, provided that compensation pursuant to the provisions of II.7 of this amendment has been resolved prior to implementation and provided further that NSI is given a reasonable time for implementation.

NSI shall take all reasonable steps to ensure the continued operation, functionality, and accessibility of the Shared Registration System. In the event of operational instability or for the purpose of system maintenance, NSI may temporarily limit Accredited Registrar's access to the Shared Registration System on an equitable basis, in which case NSI shall immediately notify

the Department of Commerce and all affected Accredited Registrars in writing or electronically of the nature of and reason for the limitation and the expected date and time of service restoration. NSI shall take all reasonable steps to notify all Accredited Registrars at least 24 hours in advance of any anticipated (non emergency) Shared Registration System service interruption, the reason for the service interruption, and the expected date and time of service restoration.

6. Bulk Access to Zone Files

NSI shall provide third parties bulk access to the zone files for the Registry TLDs on the terms set forth in the zone file access agreement then in effect under the Registry Agreement. NSI may not change the access agreement without the prior written approval of the Department of Commerce.

7. Price for Registry Services

The price to licensed registrars for entering initial and renewal SLD registrations into the registry and for transferring a SLD registration from one accredited registrar to another will be as set forth in the Registry Agreement at the time of its expiration or termination. These prices shall be increased to reflect demonstrated increases in costs of operating the registry arising from (1) changes or additions to the work provided under the Cooperative Agreement directed by the Department of Commerce or (2) legislation specifically applicable to the Registry Services business of Registry adopted after the date of this amendment to ensure that NSI recovers such increased costs and a reasonable profit thereon.

8. NSI Agreements with Registrars

NSI shall make access to the Shared Registration System available only to Accredited Registrars and subject to the terms of the NSI/Registrar License and Agreement then in effect. NSI shall not change the provisions of the NSI/Registrar License and Agreement without the prior written approval of the Department of Commerce.

9. Designation of Successor Registry

NSI agrees that upon (a) one year prior to the expiration or (b) NSI's receipt of notice of termination of the Cooperative Agreement, pursuant to Section I.B.8 of this amendment, the Department of Commerce may initiate a competitive action or other transaction in accordance with applicable federal law and regulations to designate a successor registry.

Not later than 30 days after NSI's receipt of a notice of termination, NSI shall submit to the Department of Commerce, for the Department's immediate use in designating the Successor Registry, an electronic copy of all software (excluding the SRS software) and data related to its provision of Registry Services generated under the Cooperative Agreement through the date of

the notice of termination. Not later than 60 days after NSI's receipt of a notice of termination, NSI shall submit to the Department of Commerce, for its immediate use in designating a Successor Registry, all existing documentation for such software (excluding the SRS software) and data related to NSI's provision of Registry Services generated under the Cooperative Agreement through the date of the notice of termination.

If, after the expiration or termination pursuant to Section I.B.8 of this amendment, NSI or its assignee is not designated as the successor registry pursuant to the competitive action or transaction, NSI shall cooperate with the Department of Commerce and with the successor registry in order to facilitate the smooth transition of operation of the registry to the successor registry. Such cooperation shall include timely transfer to the successor registry of an electronic copy of the registry database and of a full specification of the format of the data. Thereafter NSI shall be relieved of further obligations under the Cooperative Agreement.

10. Rights in Data

Except as permitted by the Registrar License and Agreement, NSI shall not be entitled to claim any intellectual property rights in data or any database or portion thereof in the registry supplied by or through registrars other than NSI. In the event that Registry Data is released from escrow under Section II.2 or transferred to a successor registry under Sections I.B.8 or II.9, any rights held by NSI as registry in said Registry Data shall automatically be licensed on a non-exclusive, transferable, irrevocable, royalty-free, paid-up basis to the recipient of the data.

III. OTHER PROVISIONS

1. As of the date of this amendment NSI shall have no further obligations under Articles 2, 4, and 11 of the Cooperative Agreement Special Conditions.
2. Articles 9, 10 and 14 of the Cooperative Agreement Special Conditions, as amended, are hereby suspended as of the date of this amendment and NSI shall have no obligations under such provisions for so long as the Registry Agreement remains in effect. Upon termination of the Registry Agreement pursuant to (i) Section 14 of that agreement, (ii) the withdrawal of the Department's recognition of ICANN under Section 24 of that agreement, or (iii) with the approval of the Department of Commerce under Section 16(B) of that agreement, such provisions shall return to effect immediately without further action by the Department of Commerce or NSI.
3. Article 6 Section a of the Cooperative Agreement Special Conditions, as amended, is hereby amended to add the following new language:

NSI agrees to comply with Department of Commerce policies and directives regarding material aspects of NSI's provision of Other Services, as distinct from the detailed or day to day administration of the Registry in accordance with Cooperative Agreement Special

Conditions Article 5.

4. Article 8, Section G of the Cooperative Agreement Special Conditions, as amended, is hereby amended to read:

3. The compensation provisions in Amendment 9 shall apply for the period April 1, 1998 through the effective date of this amendment.

and by adding a new Section G.4 as follows:

G.4.a. From the effective date of this amendment, NSI, in its capacity as a registrar for the Registry TLDs; may establish the charge to SLD holders (i) for registration of SLD names with respect to registrations for which NSI complies with the requirements of Section II.J.4. of NSI's Registrar Accreditation Agreement with ICANN or (ii) for any other service provided by NSI as registrar at its own discretion.

G.4.b. All income generated by user fees charged for Registry or Registrar Services shall be considered Program Income under the terms of the Cooperative Agreement and will be available to NSI as consideration for the services provided and may be used for any purpose in NSI's sole discretion, subject to its compliance with Section I.B.6.B of Amendment 19.

5. Article 12 of the Cooperative Agreement Special Conditions, as amended, is hereby amended to read:

The following individuals shall serve as points of contact at NSI:

Jonathan Emery
David Graves

6. Article 15 of the Cooperative Agreement Special Conditions, as amended, is hereby amended to read:

All income generated by user fees charged for Registry or Registrar Services shall be considered Program Income under the terms of the Cooperative Agreement and will be available to NSI as consideration for the services provided and may be used for any purpose in NSI's sole discretion, subject to its compliance with Section I.B.6.B of Amendment 19.

7. Except as specifically modified by this amendment, all other terms and conditions of the Cooperative Agreement remain unchanged. The provisions of this amendment shall take precedence over any conflicting provision contained in any other portion of this Cooperative Agreement as amended.

REGISTRY AGREEMENT

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

Definitions

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

1. A "Consensus Policy" is one adopted by ICANN as follows:

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

(b) In the event that NSI disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review Panel established under ICANN's bylaws. Such review must be sought within fifteen working days of the publication of the Board's action adopting the policy. The decision of the panel shall be based on the report and supporting materials required by subsection (a) above. In the event that NSI seeks review and the Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then NSI must implement such policy unless it promptly seeks and obtains injunctive relief under Section 13 below.

(c) If, following a decision by the Independent Review Panel convened under subsection (b) above, NSI still disputes the presence of such a consensus, it may seek further review of that issue within fifteen working days of publication of the decision in accordance with the dispute resolution procedures set forth in Section 13 below; provided, however, that NSI must continue to implement the policy unless it has obtained injunctive relief under Section 13 below or a final decision is rendered in accordance with the provisions of Section 13 that relieves NSI of such obligation. The decision in any such further review shall be based on the report and supporting materials required by subsection (a) above.

(d) A policy adopted 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, and if immediate temporary adoption of a policy on the subject is necessary to maintain the stability of the Internet or the operation of the domain name system, and if the proposed policy is as narrowly tailored as feasible to achieve those objectives. In adopting any policy under this provision, the ICANN Board of Directors shall state the period of time for which the policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for adopting the temporary policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the policy is adopted exceeds 45 days, the Board shall reaffirm its temporary adoption every 45 days for a total period not to exceed 180 days, in order to maintain such policy in effect until such time as it meets the standard set forth in subsection (a) above. If the standard set forth in subsection (a) above is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary policy, it will no longer be a "Consensus Policy."

(e) For all purposes under this Agreement, the policies identified in Appendix A adopted by the ICANN Board of Directors before the effective date of this Agreement shall be treated in the same manner and have the same effect as "Consensus Policies."

(f) In the event that, at the time the ICANN Board adopts a policy under subsection (a) above during the term of this Agreement, ICANN does not have in place an Independent Review Panel established under ICANN's bylaws, the fifteen working day period allowed under subsection (b) above to seek review shall be extended until fifteen working days after ICANN does have such an Independent Review Panel in place and NSI shall not be obligated to comply with the policy in the interim.

2. The "Effective Date" is the date on which the Agreement is signed by ICANN and NSI.

3. The "Expiration Date" is the date specified in Section 23 below.

4. "gTLDs" means the .com, .net, and .org TLDs, and any new gTLDs established by ICANN.

5. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.

6. "NSI" refers to Network Solutions, Inc., in its capacity as a domain name registry for the Registry TLDs, a party to this Agreement.

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

8. "Registry Data" means all data maintained in electronic form in the registry database, and shall include Zone File Data, all data submitted by registrars in electronic form, and all other data concerning particular registrations or nameservers maintained in electronic form in the registry database.

9. "Registry Services" means operation of the registry for the Registry TLDs and shall include receipt of data concerning registrations and nameservers from registrars, provision of status information to registrars, operation of the registry TLD zone servers, and dissemination of TLD zone files.

10. "Registry TLDs" refers to the .com, .net, and .org TLDs.

11. "SLD" refers to a second-level domain in the Internet domain name system.

12. "Term of this Agreement" begins on the Effective Date and runs through the earliest of (a) the Expiration Date, (b) termination of this Agreement under Section 14 or Section 16(B), or (c) termination of this Agreement pursuant to withdrawal of the Department of Commerce's recognition of ICANN under Section 24.

13. "TLD" refers to a top-level domain in the Internet domain name system.

14. "Zone File Data" means all data contained in domain name system zone files for the Registry TLDs as provided to TLD nameservers on the Internet.

Agreements

NSI and ICANN agree as follows:

1. Designation of Registry. ICANN acknowledges and agrees that NSI is and will remain the registry for the Registry TLD(s) throughout the Term of this Agreement.

2. Recognition in Authoritative Root Server System. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (A) the authoritative root will point to the TLD zone servers designated by NSI for the Registry TLDs throughout the Term of this Agreement and (B) any changes to TLD zone server designation submitted to ICANN by NSI will be implemented by ICANN within five business days of submission. In the event that this Agreement is terminated (A) under Section 14 or 16(B) by NSI or (B) under Section 24 due to the withdrawal of recognition of ICANN by the United States Department of Commerce, ICANN's obligations concerning TLD zone server designations for the .com, .net, and .org TLDs in the authoritative root server system shall be as stated in a separate agreement between ICANN and the Department of Commerce.

3. General Obligations of NSI.

(A) During the Term of this Agreement:

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

(ii) NSI shall comply, in its operation of the registry, with all Consensus Policies insofar as they:

(a) are adopted by ICANN in compliance with Section 4 below,

(b) relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability and/or stable operation of the Internet or domain-name system, (2) registry policies reasonably necessary to implement Consensus Policies relating to registrars, or (3) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names), and

(c) do not unreasonably restrain competition.

(B) NSI acknowledges and agrees that upon the earlier of (i) the Expiration Date or (ii) termination of this Agreement by ICANN pursuant to Section 14, it will cease to be the registry for the Registry TLDs, unless prior to the end of the term of this Agreement NSI is chosen as the Successor Registry in accordance with the provisions of this Agreement.

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

(i) principles for allocation of SLD names (e.g., first-come/first-served, timely renewal, holding period after expiration);

(ii) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(iii) reservation of SLD names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and single-letter/digit names);

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

(v) dispute resolution policies that take into account the use of a domain name.

Nothing in this Section 3 shall limit or otherwise affect NSI's obligations as set forth elsewhere in this Agreement.

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

(A) exercise its responsibilities in an open and transparent manner;

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

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

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

5. Protection from Burdens of Compliance With ICANN Policies. ICANN hereby agrees to indemnify and hold harmless NSI, and its directors, officers, employees and agents from and against any and all claims, damages or liabilities arising solely from NSI's compliance as required by this Agreement with an ICANN policy adopted after both parties have entered into this Agreement, except that NSI shall not be indemnified or held harmless hereunder to the extent that the claims, damages or liabilities arise from the particular manner in which NSI has chosen to comply with the policy. In addition, NSI shall be given a reasonable period after receiving notice of adoption of an ICANN Consensus Policy in which to comply with that policy.

6. NSI Registry-Level Financial Support of ICANN. NSI, in its role as operator of the registry for the Registry TLDs, shall pay the gTLD registry-level fees adopted by ICANN in conformance with Section 4 of this Agreement, provided such fees are reasonably allocated among all gTLD registries that contract with ICANN and provided further that, if NSI's share of the total gTLD registry-level fees are or are budgeted to be in excess of \$250,000 in any given year, any such excess must be expressly approved by gTLD registries accounting, in aggregate, for payment of two-thirds of all gTLD registry-level fees. NSI shall pay such fees in a timely manner throughout the Term of this Agreement, and notwithstanding the pendency of any dispute between NSI and ICANN. NSI agrees to prepay \$250,000 toward its share of gTLD registry-level fees at the time of signing of this Agreement.

7. Data Escrow. NSI shall deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by NSI and ICANN, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at NSI's expense, by a reputable escrow agent mutually approved by NSI and ICANN, such approval also not to be unreasonably withheld by either party. The escrow shall be held under an agreement among ICANN, NSI, the United States Department of Commerce, and the escrow agent providing that (A) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to ICANN or to the United States Department of Commerce; (B) the data shall be released to ICANN upon termination of this Agreement by ICANN under Section 14 or upon the Expiration Date if (1) this Agreement has not sooner been terminated and (2) it has been finally determined by the ICANN Board (and no injunction obtained pursuant to Section 13 has been obtained) that NSI will not be designated as the successor registry under Section 22 of this Agreement; and (C), in the alternative, the data shall be released to the United States Department of Commerce according to the terms of the cooperative agreement between NSI and the United States Government.

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

9. Publication by NSI of Registry Data.

(A) NSI 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) registry database data which, in response to input of an SLD name, shall report at least the following data elements in response to queries: (a) the SLD name registered, (b) the TLD in which the SLD is registered; (c) the IP addresses and corresponding names of the primary nameserver and secondary nameserver(s) for such SLD, (d) the identity of the sponsoring Registrar, and (e) the date of the most recent modification to the domain name record in the registry database; provided, however, that if ICANN adopts a Consensus Policy that adds to or subtracts from these elements, NSI will implement that policy.

(B) To ensure operational stability of the registry, NSI may temporarily limit access under subsection (A), in which case NSI shall immediately notify ICANN of the nature of and reason for the limitation. NSI shall not continue the limitation longer than three business days if ICANN objects in writing, which objection shall not be unreasonably made. Such temporary limitations shall be

applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including NSI.

(C) NSI as registry shall comply with Consensus Policies providing for development and operation of a capability that provides distributed free public query-based (web and command-line) access to current registration data implemented by registrars providing for capabilities comparable to WHOIS, including (if called for by the Consensus Policy) registry database lookup capabilities according to a specified format. If such a service implemented by registrars on a distributed basis does not within a reasonable time provide reasonably robust, reliable and convenient access to accurate and up-to-date registration data, NSI as registry shall cooperate and, if reasonably determined to be necessary by ICANN (considering such possibilities as remedial action by specific registrars), provide data from the registry database to facilitate the development of a centralized service providing equivalent functionality in a manner established by a Consensus Policy.

10. Rights in Data. Except as permitted by the Registrar License and Agreement, NSI shall not be entitled to claim any intellectual property rights in data in the registry supplied by or through registrars other than NSI. In the event that Registry Data is released from escrow under Section 7 or transferred to a Successor Registry under Section 22(D), any rights held by NSI as registry in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to the recipient of the data.

11. Limitation of Liability. Neither party shall be liable to the other under this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages.

12. Specific Performance. During the Term of this Agreement, either party may seek specific performance of any provision of this Agreement as provided by Section 13, provided the party seeking such performance is not in material breach of its obligations.

13. Resolution of Disputes Under This Agreement. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of both parties (except for any dispute over whether a policy adopted by the Board is a Consensus Policy, in which case at the election of either party), by an arbitration conducted as provided in this Section pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in

conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

14. Termination.

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

(B) In the event of termination by DOC of its Cooperative Agreement with NSI pursuant to Section I.B.8 of Amendment 19 to that Agreement, ICANN shall, after receiving express notification of that fact from DOC and a request from DOC to terminate NSI as the operator of the registry database for the Registry TLDs, terminate NSI's rights under this Agreement, and shall cooperate with DOC to facilitate the transfer of the operation of the registry database to a successor registry.

15. Assignment. Neither party may assign this Agreement without the prior written approval of the other party, such approval not to be unreasonably withheld. Notwithstanding the foregoing sentence, a party may assign this Agreement by giving written notice to the other party in the following circumstances, provided the assignee agrees in writing with the other party to assume the assigning party's obligations under this Agreement: (a) NSI may assign this Agreement as part of the transfer of its registry business approved under Section 25 and (b) ICANN may, in conjunction with a reorganization or reincorporation of ICANN and with the written approval of the Department of Commerce, assign this Agreement to another non-profit corporation organized for the same or substantially the same purposes as ICANN.

16. Relationship to Cooperative Agreement Between NSI and U.S. Government.

(A) NSI's obligations under this Agreement are conditioned on the agreement by NSI and the Department of Commerce to Amendment 19 to the

Cooperative Agreement in the form attached to this Agreement as Appendix C.

(B) If within a reasonable period of time ICANN has not made substantial progress towards having entered into agreements with competing registries and NSI is adversely affected from a competitive perspective, NSI may terminate this Agreement with the approval of the U.S. Department of Commerce. In such event, as provided in Section 16(A) above, the Cooperative Agreement shall replace this Agreement.

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

17. NSI Agreements with Registrars. NSI shall make access to the Shared Registration System available to all ICANN-accredited registrars subject to the terms of the NSI/Registrar License and Agreement (attached as Appendix B). Such agreement may be revised by NSI, provided however, that any such changes must be approved in advance by ICANN. Such agreement shall also be revised to incorporate any Registry Service Level Agreement implemented under Section 18.

18. Performance and Functional Specifications for Registry Services. Unless and until ICANN adopts different standards as a Consensus Policy pursuant to Section 4, NSI shall provide registry services to ICANN-accredited registrars meeting the performance and functional specifications set forth in SRS specification version 1.0.6 dated September 10, 1999, as supplemented by Appendix E and any Registry Service Level Agreement established according to this Section 18. In the event ICANN adopts different performance and functional standards for the registry as a Consensus Policy in compliance with Section 4, NSI shall comply with those standards to the extent practicable, provided that compensation pursuant to the provisions of Section 20 has been resolved prior to implementation and provided further that NSI is given a reasonable time for implementation. In no event shall NSI be required to implement any different functional standards before 3 years from the Effective Date of this Agreement.

Within 45 days after the Effective Date, (i) representatives designated by ICANN of registrars accredited by ICANN for the Registry TLDs and (ii) NSI will establish a Registry Service Level Agreement for the registry system that shall include, at least:

(A) identified service level parameters and measurements regarding performance of the registry system, including, for example, system availability;

(B) responsibilities of registrars using the registry system and NSI (e.g., the obligation of the registrars to notify NSI of any experienced registry system outages and the obligation of NSI to respond in a timely manner to registry system outages);

(C) an appropriate service-level dispute-resolution process; and

(D) remedies for failure to comply with the Registry Service Level Agreement.

Unless the Registry Service Level Agreement requires fundamental architecture changes to the registry system or extraordinary increases in costs to NSI beyond what is generally required to implement a service level agreement (which is not the intent of the parties) the creation and implementation of the Registry Service Level Agreement shall not result in a price increase under Section 20.

The 45-day drafting process for the Registry Service Level Agreement shall be structured as follows: (E) the designated representatives and NSI (the "SLA Working Group") shall promptly meet and shall within 20 days after the Effective Date complete a draft of the Registry Service Level Agreement; (F) all registrars accredited by ICANN for the Registry TLDs shall have 10 days after distribution of that draft to submit comments to the SLA Working Group; and (G) the SLA Working Group shall meet again to finalize the Registry Service Level Agreement, taking into account the comments of the registrars. The 45-day period shall be subject to extension by mutual agreement of the members of the SLA Working Group. The SLA shall be implemented as soon as reasonably feasible after its completion and approval by ICANN, including by implementation in stages if appropriate.

After it is approved by the SLA Working Group and ICANN, the Registry Service Level Agreement shall be incorporated in the NSI/Registrar License and Agreement referred to in Section 17.

19. Bulk Access to Zone Files. NSI shall provide third parties bulk access to the zone files for .com, .net, and .org TLDs on the terms set forth in the zone file access agreement (attached as Appendix D). Such agreement may be revised by NSI, provided however, that any such changes must be approved in advance by ICANN.

20. Price for Registry Services. The price(s) to accredited registrars for entering initial and renewal SLD registrations into the registry database and for transferring a SLD registration from one accredited registrar to another will be as set forth in Section 5 of the Registrar License and Agreement (attached as Appendix B). These prices shall be increased through an amendment to this Agreement as approved by ICANN and NSI, such approval not to be unreasonably withheld, to reflect demonstrated increases in the net costs of operating the registry arising from (1) ICANN policies adopted after the date of this Agreement, or (2) legislation specifically applicable to the provision of Registry Services adopted after the date of this Agreement, to ensure that NSI recovers such costs and a reasonable profit thereon; provided that such increases exceed any reductions in costs arising from (1) or (2) above.

21. Additional NSI Obligations.

(A) NSI shall provide all licensed Accredited Registrars (including NSI acting as registrar) with equivalent access to the Shared Registration System. NSI

further agrees that it will make a certification to ICANN every six months, using the objective criteria set forth in Appendix F that NSI is providing all licensed Accredited Registrars with equivalent access to its registry services.

(B) NSI will ensure, in a form and through ways described in Appendix F that the revenues and assets of the registry are not utilized to advantage NSI's registrar activities to the detriment of other registrars.

22. Designation of Successor Registry.

(A) Not later than one year prior to the end of the term of this Agreement, ICANN shall, in accordance with Section 4, adopt an open, transparent procedure for designating a Successor Registry. The requirement that this procedure be opened one year prior to the end of the Agreement shall be waived in the event that the Agreement is terminated prior to its expiration.

(B) NSI or its assignee shall be eligible to serve as the Successor Registry and neither the procedure established in accordance with subsection (A) nor the fact that NSI is the incumbent shall disadvantage NSI in comparison to other entities seeking to serve as the Successor Registry.

(C) If NSI or its assignee is not designated as the Successor Registry, NSI or its assignee shall cooperate with ICANN and with the Successor Registry in order to facilitate the smooth transition of operation of the registry to Successor Registry. Such cooperation shall include the timely transfer to the Successor Registry of an electronic copy of the registry database and of a full specification of the format of the data.

(D) ICANN shall select as the Successor Registry the eligible party that it reasonably determines is best qualified to perform the registry function under terms and conditions developed as a Consensus Policy, taking into account all factors relevant to the stability of the Internet, promotion of competition, and maximization of consumer choice, including without limitation: functional capabilities and performance specifications proposed by the eligible party for its operation of the registry, the price at which registry services are proposed to be provided by the party, relevant experience of the party, and demonstrated ability of the party to handle operations at the required scale. ICANN shall not charge any additional fee to the Successor Registry.

(E) In the event that a party other than NSI or its assignee is designated as the Successor Registry, NSI shall have the right to challenge the reasonableness of ICANN's failure to designate NSI or its assignee as the Successor Registry under the provisions of Section 13 of this Agreement.

23. Expiration of this Agreement. The Expiration Date shall be four years after the Effective Date, unless extended as provided below. In the event that NSI completes

the legal separation of ownership of its Registry Services business from its registrar business by divesting all the assets and operations of one of those businesses within 18 months after Effective Date to an unaffiliated third party that enters an agreement enforceable by ICANN and the Department of Commerce (i) not to be both a registry and a registrar in the Registry TLDs, and (ii) not to control, own or have as an affiliate any individual(s) or entity(ies) that, collectively, act as both a registry and a registrar in the Registry TLDs, the Expiration Date shall be extended for an additional four years, resulting in a total term of eight years. For the purposes of this Section, "unaffiliated third party" means any entity in which NSI (including its successors and assigns, subsidiaries and divisions, and their respective directors, officers, employees, agents and representatives) does not have majority equity ownership or the ability to exercise managerial or operational control, either directly or indirectly through one or more intermediaries. "Control," as used in this Section 23, means any of the following: (1) ownership, directly or indirectly, or other interest entitling NSI to exercise in the aggregate 25% or more of the voting power of an entity; (2) the power, directly or indirectly, to elect 25% or more of the board of directors (or equivalent governing body) of an entity; or (3) the ability, directly or indirectly, to direct or cause the direction of the management, operations, or policies of an entity.

24. Withdrawal of Recognition of ICANN by the Department of Commerce. In the event that, prior to the expiration or termination of this Agreement under Section 14 or 16(B), the United States Department of Commerce withdraws its recognition of ICANN as NewCo under the Statement of Policy pursuant to the procedures set forth in Section 5 of Amendment I (dated November 10, 1999) to the Memorandum of Understanding between ICANN and the Department of Commerce, this Agreement shall terminate.

25. Assignment of Registry Assets. NSI may assign and transfer its registry assets in connection with the sale of its registry business only with the approval of the Department of Commerce.

26. Option to Substitute Generic Agreement. At NSI's option, it may substitute any generic ICANN/Registry agreement that may be adopted by ICANN for this Agreement; provided, however, that Sections 16, 19, 20, 21, 23, 24, and 25 of this Agreement will remain in effect following any such election by NSI.

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

If to ICANN, addressed to:

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

If to Registry, addressed to:

1. Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Telephone: 1/703/742-0400
Facsimile: 1/703/742-3386
Attention: General Counsel

2. Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Telephone: 1/703/742-0400
Facsimile: 1/703/742-3386
Attention: Registry General Manager

28. 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.

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

30. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto pertaining to the registry for the Registry TLDs and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. This Agreement is intended to coexist with any Registrar Accreditation Agreement between the parties.

31. 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.

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

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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: Michael M. Roberts

Michael M. Roberts
President and CEO

Date: November 10, 1999

NETWORK SOLUTIONS, INC.

By: Jonathan W. Emery

Jonathan W. Emery
Senior Vice President, General
Counsel & Secretary

Date: November 10, 1999

REGISTRAR ACCREDITATION AGREEMENT

Table of Contents

I. DEFINITIONS

II. TERMS AND CONDITIONS OF AGREEMENT

- A. Accreditation.
- B. Registrar Use of ICANN Name.
- C. General Obligations of ICANN.
- D. General Obligations of Registrar.
- E. Submission of SLD Holder Data to Registry.
- F. Public Access to Data on SLD Registrations.
- G. Retention of SLD Holder and Registration Data.
- H. Rights in Data.
- I. Data Escrow.
- J. Business Dealings, Including with SLD Holders.
- K. Domain-Name Dispute Resolution.
- L. Accreditation Fees.
- M. Specific Performance.
- N. Termination of Agreement.
- O. Term of Agreement; Renewal; Right to Substitute Updated Agreement.
- P. Resolution of Disputes Under This Agreement.
- Q. Limitations on Monetary Remedies for Violations of this Agreement.
- R. Handling by ICANN of Registrar-Supplied Data.
- S. Miscellaneous.

This REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a not-for-profit corporation, and Network Solutions, Inc. ("Registrar"), a Delaware corporation, and shall be deemed made on November 10, 1999, at Los Angeles, California, USA.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

A. "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 registration services.

B. A "Consensus Policy" is one adopted by ICANN as follows:

1. "Consensus Policies" are those adopted based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (1) the adoption of the policy by the ICANN Board of Directors, (2) a recommendation that the policy should be adopted, by at least a two-thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, and (3) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed policy.
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 publication of the Board's action adopting the policy. The decision of the panel shall be based on the report and supporting materials required by Section I.B.1 above. In the event that Registrar seeks review and the 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 Section II.P.
3. In the event, following a decision by the Independent Review Panel convened under Section I.B.2 above, that 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 Section II.P below; provided, however, that Registrar must continue to implement the policy unless it has obtained a stay or injunctive relief under Section II.P or a final decision is rendered in accordance with the provisions of Section II.P that relieves Registrar of such obligation. The decision in any such further review shall be based on the report and supporting materials required by Section I.B.1 above.
4. A policy adopted 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, and if immediate temporary adoption of a policy on the subject is necessary to maintain the stability of the Internet or the operation of the domain name system, and if the proposed policy is as narrowly tailored as feasible to achieve those objectives. In adopting any policy under this provision, the ICANN Board of Directors shall state the period of time for which the policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for adopting the temporary policy and why the Board believes the policy should receive the

consensus support of Internet stakeholders. If the period of time for which the policy is adopted exceeds 45 days, the Board shall reaffirm its temporary adoption every 45 days for a total period not to exceed 180 days, in order to maintain such policy in effect until such time as it meets the standard set forth in Section I.B.1. If the standard set forth in Section I.B.1 above is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary policy, it will no longer be a "Consensus Policy."

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 Section I.B.2.

6. In the event that, at the time the ICANN Board adopts a policy under Section I.B.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 Section I.B.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 policy in the interim.

C. "DNS" refers to the Internet domain-name system.

D. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.

E. An "ICANN-adopted policy" (and references to ICANN "adopt[ing]" a policy or policies) refers to a Consensus Policy adopted by ICANN (i) in conformity with applicable provisions of its articles of incorporation and bylaws and Section II.C of this Agreement and (ii) of which Registrar has been given notice and a reasonable period in which to comply.

F. "IP" means Internet Protocol.

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

H. The word "Registrar," when appearing with an initial capital letter, refers to Network Solutions, Inc., a party to this Agreement.

I. The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with SLD holders and a registry, collecting registration data about the SLD holders and submitting zone file information for entry in the registry database.

J. A "Registry" is the person(s) or entity(ies) then responsible, in accordance with an agreement between ICANN 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.

K. An “SLD” is a second-level domain of the DNS.

L. An SLD registration 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 SLD holder or, in the event a registrar loses accreditation, in accordance with then-current ICANN-adopted policies.

M. A “TLD” is a top-level domain of the DNS.

II. TERMS AND CONDITIONS OF AGREEMENT

The parties agree as follows:

A. 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 SLDs in the registry database) for the .com, .net, and .org TLDs.

B. Registrar Use of ICANN Name. Registrar is hereby granted a non-exclusive worldwide license to state during the term of this Agreement that it is accredited by ICANN as a registrar in the .com, .net, and .org TLDs. No other use of ICANN’s name is licensed hereby. This license may not be assigned or sublicensed by Registrar.

C. 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:

1. exercise its responsibilities in an open and transparent manner;
2. not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;
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
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.

D. General Obligations of Registrar.

1. During the Term of this Agreement:

- a. Registrar agrees that it will operate as a registrar for TLDs for which it is accredited by ICANN in accordance with this Agreement;
- b. Registrar shall comply, in such operations, with all ICANN-adopted Policies insofar as they:
 - i. relate to one or more of the following: (A) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability and/or stable operation of the Internet or domain-name system, (B) registrar policies reasonably necessary to implement Consensus Policies relating to the Registry, or (C) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names), and
 - ii. do not unreasonably restrain competition.

2. To the extent that Consensus Policies are adopted in conformance with Section II.C of this Agreement, the measures permissible under Section II.D.1.b.i shall include, without limitation:

- i. principles for allocation of SLD names (e.g., first-come/first-served, timely renewal, holding period after expiration);
- ii. prohibitions on warehousing of or speculation in domain names by registrars;
- iii. reservation of SLD names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and single-letter/digit names);
- iv. the allocation among continuing registrars of the SLD names sponsored in the registry by a registrar losing accreditation;
- v. the transfer of registration data upon a change in registrar sponsoring the registration; and
- vi. dispute resolution policies that take into account the use of a domain name.

Nothing in this Section II.D shall limit or otherwise affect Registrar's obligations as set forth elsewhere in this Agreement.

E. Submission of SLD Holder Data to Registry. During the term of this Agreement:

1. As part of its registration of SLDs in the .com, .net, and .org TLDs, Registrar shall submit to, or shall place in the registry database operated by Registry the following data elements concerning SLD registrations that Registrar processes:
 - a. The name of the SLD being registered;
 - b. The IP addresses of the primary nameserver and secondary nameserver(s) for the SLD;
 - c. The corresponding names of those nameservers;
 - d. Unless automatically generated by the registry system, the identity of the registrar;
 - e. Unless automatically generated by the registry system, the expiration date of the registration; and
 - f. Other data required as a result of further development of the registry system by the Registry.
2. Within five (5) business days after receiving any updates from the SLD holder to the data elements listed in Sections II.E.1.b and c for any SLD registration Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the registry database operated by Registry.
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 permitted by the contract Registry has with ICANN and/or the United States Department of Commerce, within ten days of any such request by ICANN Registrar shall submit an electronic database containing the data elements listed in Sections II.F.1.a through d for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to the Registry for the appropriate TLD.

F. Public Access to Data on SLD Registrations. During the term of this Agreement:

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 SLD registrations sponsored by Registrar in the registry for the .com, .net, and .org TLDs. The data accessible shall consist of elements that are designated from time to time according to an ICANN-adopted policy. Until ICANN

otherwise specifies by means of an ICANN-adopted policy, this data shall consist of the following elements as contained in Registrar's database:

- a. The name of the SLD being registered and the TLD for which registration is being requested;
 - b. The IP addresses of the primary nameserver and secondary nameserver(s) for the SLD;
 - c. The corresponding names of those nameservers;
 - d. The identity of Registrar (which may be provided through Registrar's website);
 - e. The original creation date of the registration;
 - f. The expiration date of the registration;
 - g. The name and postal address of the SLD holder;
 - h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the SLD; and
 - i. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the SLD.
2. Upon receiving any updates to the data elements listed in Sections II.F.1.b through d and f through i from the SLD holder, Registrar shall promptly update its database used to provide the public access described in Section II.F.1.
 3. Registrar may subcontract its obligation to provide the public access described in Section II.F.1 and the updating described in Section II.F.2, provided that Registrar shall remain fully responsible for the proper provision of the access and updating.
 4. Registrar shall abide by any ICANN-adopted Policy 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-adopted Policy 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.

5. In providing query-based public access to registration data as required by Sections II.F.1 and II.F.4, Registrar shall not impose terms and conditions on use of the data provided except as permitted by an ICANN-adopted policy. Unless and until ICANN adopts a different policy, 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 of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (b) enable high volume, automated, electronic processes that apply to Registrar (or its systems).
6. In addition, Registrar shall provide third-party bulk access to the data subject to public access under Section II.F.1 under the following terms and conditions:
- a. 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.
 - b. Registrar may charge an annual fee, not to exceed US\$10,000, for such bulk access to the data.
 - c. Registrar's access agreement shall require the third party to agree not to use the data to allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam).
 - d. Registrar's access agreement may require the third party to agree not to use the data to enable high-volume, automated, electronic processes that apply to Registrar (or its systems).
 - e. 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.
 - f. Registrar may enable SLD 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.
7. Registrar's obligations under Section II.F.6 shall remain in effect until the earlier of (a) replacement of this policy with a different ICANN-adopted policy governing bulk access to the data subject to public access under Section II.F.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.

8. To comply with applicable statutes and regulations and for other reasons, ICANN may from time to time adopt policies establishing limits on the Personal Data concerning SLD registrations that Registrar may make available to the public through a public-access service described in this Section II.F and on the manner in which Registrar may make them available. In the event ICANN adopts any such policy, Registrar shall abide by it.

G. Retention of SLD Holder and Registration Data.

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 SLD registration sponsored by it in the registry for the .com, .net, and .org TLDs. The data for each such registration shall include the elements listed in Sections II.F.1.a through i, as well as the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact.

2. During the term of this Agreement and for three years thereafter, Registrar (itself or by its agent) shall maintain the following records relating to its dealings with the Registry and SLD holders:

- a. In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry;
- b. In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with actual SLD holders, including registration contracts; and
- c. In electronic form, records of the accounts of all SLD holders with Registrar, including dates and amounts of all payments and refunds.

Registrar shall make these records available for inspection by ICANN upon reasonable notice. ICANN shall not disclose such records except as expressly permitted by an ICANN-adopted policy.

H. Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Sections II.E.1.a through c for all SLD registrations submitted by Registrar to, or sponsored by Registrar in, the registry database for the .com, .net, and .org TLDs. Registrar does not disclaim rights in the data elements listed in Sections II.E.1.d through f and II.F.1.d through i concerning active SLD registrations sponsored by it in the registry for the .com, .net, and .org TLDs, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Sections II.F.1.d through i for the purpose of providing a service (such as a Whois service under Section II.F.4) providing interactive, query-

based public access. Upon a change in sponsorship from Registrar of any SLD registration in the registry for the .com, .net, and .org TLDs, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Sections II.E.1.d and e and II.F.1 through i concerning that registration, with Registrar also retaining the rights of an owner in that data. Nothing in this Section II.H prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with any ICANN-adopted policies or (2) transferring rights it claims in data elements subject to the provisions of this Section II.H.

I. Data Escrow. During the term of this Agreement, on a schedule, under the terms, and in the format specified in the then-current ICANN-adopted policy on registrar escrow requirements, Registrar shall submit an electronic copy of the database described in Section II.G.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 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 Section II.I, 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.

J. Business Dealings, Including with SLD Holders.

1. In the event ICANN adopts a policy supported by a consensus of ICANN-accredited registrars establishing or approving a Code of Conduct for such registrars, Registrar shall abide by that Code.
2. Registrar shall abide by applicable laws and governmental regulations.
3. Registrar shall not represent to any actual or potential SLD 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.
4. Registrar shall not activate any SLD registration 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 SLD holder upon activation of the registration.
5. Registrar shall register SLDs to SLD holders only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the SLD 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 policy concerning procedures for handling expiration of registrations, Registrar shall abide by that policy.

6. Registrar shall not insert or renew any SLD name in any registry for which Registrar is accredited by ICANN in a manner contrary to an ICANN-adopted policy stating a list or specification of excluded SLD names that is in effect at the time of insertion or renewal.

7. Registrar shall require all SLD holders to enter into an electronic or paper registration agreement with Registrar including at least the following provisions:

a. The SLD holder shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the SLD registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the SLD holder; name of authorized person for contact purposes in the case of an SLD holder that is an organization, association, or corporation; and the data elements listed in Section II.F.1.b, c, and h through i above.

An SLD 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 SLD holder's registration shall constitute a material breach of the SLD holder-registrar contract and be a basis for cancellation of the SLD registration.

Any SLD holder that intends to license use of a domain name to a third party is nonetheless the SLD 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 SLD. An SLD holder licensing use of an SLD according to this provision shall accept liability for harm caused by wrongful use of the SLD, unless it promptly discloses the identity of the licensee to a party providing the SLD holder reasonable evidence of actionable harm.

b. Registrar shall provide notice to each new or renewed SLD holder stating:

i. The purposes for which any Personal Data collected from the applicant are intended;

ii. The intended recipients or categories of recipients of the data (including the Registry and others who will receive the data from Registry);

- iii. Which data are obligatory and which data, if any, are voluntary; and
 - iv. How the SLD holder or data subject can access and, if necessary, rectify the data held about them.
- c. The SLD holder shall consent to the data processing referred to in Section II.J.7.b.
- d. The SLD holder shall represent that notice has been provided equivalent to that described in Section II.J.7.b. above to any third-party individuals whose Personal Data are supplied to Registrar by the SLD holder, and that the SLD holder has obtained consent equivalent to that referred to in Section II.J.7.c of any such third-party individuals.
- e. Registrar shall agree that it will not process the Personal Data collected from the SLD holder in a way incompatible with the purposes and other limitations about which it has provided notice to the SLD holder in accordance with Section II.J.7.b, above.
- f. Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- g. The SLD holder shall represent that, to the best of the SLD holder's knowledge and belief, neither the registration of the SLD name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.
- h. For the adjudication of disputes concerning or arising from use of the SLD name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where Registrar is located.
- i. The SLD holder shall agree that its registration of the SLD name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name.
- j. The SLD holder shall indemnify and hold harmless the Registry 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 SLD holder's domain name registration.

8. Registrar shall abide by any ICANN-adopted policies requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with an SLD registration 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 an SLD registration sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with an SLD registration it sponsors, it shall take reasonable steps to correct that inaccuracy.

9. Registrar shall abide by any ICANN-adopted policy prohibiting or restricting warehousing of or speculation in domain names by registrars.

10. 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.

11. Nothing in this Agreement prescribes or limits the amount Registrar may charge SLD holders for registration of SLD names.

K. Domain-Name Dispute Resolution. During the term of this Agreement, Registrar shall have in place a policy and procedure for resolution of disputes concerning SLD names. In the event that ICANN adopts a policy or procedure for resolution of disputes concerning SLD names that by its terms applies to Registrar, Registrar shall adhere to the policy or procedure.

L. Accreditation Fees. As a condition of accreditation, Registrar shall pay accreditation fees to ICANN. These fees consist of yearly and on-going components.

1. The yearly component for the term of this Agreement shall be US \$5,000. Payment of the yearly component shall be due upon execution by Registrar of this Agreement and upon each anniversary date after such execution during the term of this Agreement (other than the expiration date).

2. Registrar shall pay the on-going component of Registrar accreditation fees adopted by ICANN in accordance with the provisions of Section II.C above, provided 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 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. 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).

M. 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 II.P below, provided the party seeking such performance is not in material breach of its obligations.

N. Termination of Agreement. This Agreement may be terminated before its expiration by Registrar by giving ICANN thirty days written notice. It may be terminated before its expiration by ICANN in any of the following circumstances:

1. There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.
2. Registrar:
 - a. is convicted of a felony or other serious offense 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 reasonably deems as the substantive equivalent of any of these; or
 - b. is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.
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.
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 Section I.B.2 of whether a consensus is present) within fifteen working days after ICANN gives Registrar notice of the breach.
5. Registrar fails to comply with a ruling granting specific performance under Sections II.M and II.P.
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.
7. Registrar becomes bankrupt or insolvent.

This Agreement may be terminated in circumstances 1 through 6 above only upon fifteen days written notice to Registrar (in the case of circumstance 4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under

Section II.P 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 Section II.P 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 Section II.P. This Agreement may be terminated immediately upon notice to Registrar in circumstance 7 above.

O. Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall have an initial term until November 9, 2004, 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 policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as amended, and agrees to be bound by the then-current Registrar accreditation agreement (which may differ from those of this Agreement) that ICANN adopts in accordance with Sections II.C and II.D (as Section II.D may have been amended by an ICANN-adopted policy). In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the such 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 in the .com, .net, or .org TLDs, 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 Section II.N 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.

P. 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 Section II.P 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 Section I.B.2 sustaining the Board's determination that a 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.

Q. 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 Section II.L 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.

R. 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 were provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.

S. Miscellaneous.

I. 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.

2. 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 SLD holder.

3. Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to 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
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649

If to Registrar, addressed to:

Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, Virginia 20170
Telephone: 1/703/742-4889
Facsimile: 1/703/742-8706
Attn: David Graves, Director, Business Affairs (acting)

With a copy to:

Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, Virginia 20170
Telephone: 1/703/742-0400
Facsimile: 1/703/742-3386
Attn: General Counsel

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

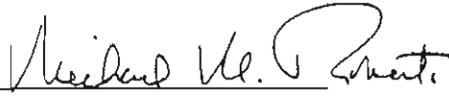
6. Entire Agreement. Except for any written transition agreement that may be executed concurrently herewith by both parties, this Agreement constitutes the entire agreement of the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7. 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.

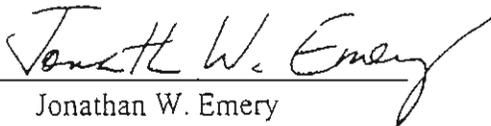
8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: 
Michael M. Roberts
President and CEO

NETWORK SOLUTIONS, INC.

By: 
Jonathan W. Emery
Senior Vice President, General
Counsel & Secretary

Equivalent Access Certification

Network Solutions, acting in its capacity as the "Registry" makes the following certification:

1. All Registrars (including Network Solutions as a Registrar) connect to the Shared Registration System Gateway via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication.
2. The Registry has made the current version of the Registrar toolkit software accessible to all Registrars and has made any updates available to all Registrars on the same schedule.
3. All Registrars have the same level of access to Registry customer support personnel via telephone, e-mail and the Registry website.
4. All Registrars have the same level of access to the Network Solutions Registry resources to resolve Registry/Registrar or Registrar/Registrar disputes and technical and/or administrative customer service issues.
5. All Registrars have the same level of access to Registry-generated data to reconcile their registration activities from Registry Web and ftp servers.
6. All Registrars may perform basic automated registrar account management functions using the same Registrar tool made available to all Registrars by the Registry.
7. The Shared Registration System does not include any algorithms or protocols that differentiate among Registrars with respect to functionality, including database access, system priorities and overall performance.
8. All Registry-assigned personnel have been directed not to give preferential treatment to any particular Registrar.
9. I have taken reasonable steps to verify that the foregoing representations are being complied with.

This Certification is dated this the __ day of _____, _____.

Network Solutions, Inc.

By: _____

Name: Bruce Chovnick

Title: General Manager, Network Solutions Registry

Network Solutions Registry Organizational Conflict of Interest Compliance Plan

Network Solutions has implemented the following organizational, physical and procedural safeguards to ensure that revenues and assets of the Network Solutions Registry business are not utilized to advantage the Network Solutions Registrar business to the detriment of other competing registrars. Network Solutions recognizes the potential for organizational conflicts of interest ("OCI") between the Registry and Registrar businesses and has placed these generally accepted, US Government recognized safeguards in place to avoid operational issues.

I. NSI ORGANIZATIONAL STRUCTURE

In recognition of potential OCI, Network Solutions established organization barriers by separating Network Solutions' Registry, Registrar and Information Technology Services businesses into separate profit and loss ("P&L") centers, each with its own General Manager. Each General Manager reports directly to the Chief Executive Officer of Network Solutions and has dedicated direct reporting employees in the finance, marketing, engineering, customer affairs and customer service functions, as appropriate. Each P&L employee is dedicated to the line of business for which he/she directly works.

The corporate administrative support functions under the Chief Financial Officer, Chief Information Officer, Chief Technology Officer, and General Counsel provide support to each line of business on a cost allocated basis or a dedicated project accounting basis. These officers and the Chief Executive Officer will be compensated based on consolidated financial results, versus Registrar or Registry results.

The Registry General Manager has authority over all operational decisions and is the business owner of this compliance plan. The Registry employs a Compliance Officer to administer day-to-day oversight and administration of this plan.

The Network Solutions General Counsel's office employs an overall OCI compliance function to oversee corporate adherence to the Plan and to resolve potential conflicts or actual conflicts among Network Solutions functions.

II. FINANCIAL SEPARATION

The Registry business accounts for its own costs, revenues, cash flow, etc. as a separate P&L center, using separate and distinct systems and accounting functions. Reasonable and independently auditable internal accounting controls are in place to ensure the adequacy of these systems and functions. The individual financial statements of each P&L center are then consolidated at the corporate level for tax and SEC reporting.

III. LOCATION CHANGE

To further separate businesses and, among other things, ensure that the risk of inadvertent disclosure of sensitive information is effectively mitigated, Network Solutions has relocated the Registry and Registrar businesses to separate facilities.

IV. PHYSICAL BARRIERS

Each NSI business unit employee has a security badge that will provide him/her access only to the facility he/she works in and the Network Solutions headquarters facility. At the Registry facility, only Registry-assigned personnel ("Registry Personnel") will have regular badge access to the premises and any other person will be treated as a visitor to the facility and will gain access only through established visitor sign-in and identification badge procedures.

V. ACCESS TO THE REGISTRY

The Registry business provides access to all Registry customers through the following mechanisms and separates Registry Systems and information from NSI Registrar Systems and information through these processes:

1. All Registrars (including Network Solutions as a Registrar) connect to the Shared Registration System Gateway via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication.
2. All Registrars have access to Registry-generated data to reconcile their registration activities from Registry Web and ftp servers. All Registrars may perform basic automated registrar account management functions using the same Registrar tool made available to all Registrars by the Registry.

3. The Shared Registration System does not include any algorithms that differentiate among Registrars with respect to functionality, including database access, system priorities and overall performance.

4. Network Solutions as Registrar will not be given any access to the Registry not available to any other Registrar.

5. Any information regarding the technical interface of Registry/Registrar operations will be made equally available to all Registrars.

VI. INFORMATION CONTROL

The Registry has in place various procedural safeguards to ensure that data and information of the Registry business are not utilized to advantage the Network Solutions Registrar business. Network Solutions has adopted a policy regarding the marking, access and dissemination of business sensitive information (Exhibit A). This policy requires employees to mark all sensitive information as "Registry Sensitive Information." Furthermore, the policy requires that all sensitive information be limited in access and disseminated only to those Registry Personnel and other personnel who are identified to have a legitimate "need to know," which shall not include Registrar-assigned personnel. The Registry General Manager maintains a matrix that dictates who can access particular categories of Registry Sensitive information. All sensitive information is secured in an appropriate manner to ensure confidentiality and security. Consent of the Registry General Manager is required prior to release of financial or statistical information relating to the Registry business.

VII. TRAINING

All Registry Personnel and other employees who have a need to know Registry business undergo a formal OCI Training Program, developed by the Registry Compliance Officer, providing the staff members with a clear understanding of this Plan and the staff members' responsibility under the plan. OCI training is required before any potential staff member is given an assignment or access to Registry material. OCI refresher training is given on an annual basis.

VIII. NON-DISCLOSURE AGREEMENTS/OCI AVOIDANCE CERTIFICATIONS

Upon completion of the training program, all Registry Personnel and other employees who have a need to know Registry business (which shall not include Registrar-assigned personnel), are required to sign a non-disclosure agreement

(Exhibit B) and a Registry Business OCI Avoidance Certification (Exhibit C) acknowledging his/her understanding of the OCI requirements, and certifying that he/she will strictly comply with the provisions of the OCI Plan. The signed agreements are maintained in the program files and the individual's personnel file. Each staff member acknowledges verification of the annual refresher training required by this Plan.



**NETWORK
SOLUTIONS™**

Policy/Procedure

**No. A-1
Page 1 of 3**

Title: Access and Dissemination of Proprietary Information **Date:** September 24, 1999

Approved: Jim Rutt, Chief Executive Officer

1. **Purpose:** To establish policies (i) for the protection of Proprietary Information developed by and/or in the possession of Network Solutions, Inc. ("Network Solutions"), and (ii) for the protection of Sensitive Information of the Registry Business to ensure that the revenue and assets of the Registry Business are not utilized to advantage the Registrar Business to the detriment of other competing registrars.
2. **Scope:** This policy is applicable to all employees of Network Solutions.
3. **Definitions:**
 - 3.1 Proprietary Information. Financial, personnel, technical, or business information owned or possessed by Network Solutions which has not been authorized for public release. Such information is frequently referred to as "Proprietary Information," "Confidential Information" or "Privileged Information."
 - 3.2 Registry Sensitive Information. Proprietary Information or other financial, personnel, technical, or business information owned or possessed by Network Solutions relating to its Registry business which could be utilized to advantage the Network Solutions Registrar business to the detriment of other competing registrars. Examples are found in Attachment 1.
 - 3.3 Registrar Sensitive Information. Proprietary Information or other financial, personnel, technical, or business information owned or possessed by Network Solutions relating to its Registrar business.
 - 3.4 Computer Software. Computer programs and computer databases.
 - 3.5 Computer Software Documentation. Technical data, including computer listing and printouts, in human-readable form which (i) document the design or details of

-52-

computer software, (ii) explain the capabilities of the software, or (iii) provide instructions for using the software to obtain desired results from a computer.

4. Procedures for Protection of Proprietary Information:

4.1 Responsibility. Managers are responsible for identifying Proprietary Information, Registry Sensitive Information and Registrar Sensitive Information developed, produced or possessed by their business unit and for instructing employees reporting to them regarding the proper handling and safeguarding of such information. Each Network Solutions employee should exercise reasonable care to protect Proprietary Information, Registry Sensitive Information and Registrar Sensitive Information from unauthorized or inadvertent disclosure.

4.2 Disclosure. It is recognized that there are occasions to disclose Proprietary Information to outsiders. Such disclosure should not be made without the prior written approval of an authorized Corporate officer of Network Solutions. Advice from Corporate counsel should be obtained on all questions relating to the identification or releasing of Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information.

4.3 Marking of Documents. Employees should, as a matter of routine, mark each document containing Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information with one of the markings described below at the time the document is produced. Computer tapes and other recorded material should be identified by proper labeling which is visible to the ordinary person while the material is being stored. In addition, all such material should have a warning notice at the beginning of the material to ensure the user is forewarned about the proprietary or sensitive nature of its contents (as soon as access is afforded to a computer tape or at the beginning of a sound recording, etc.).

4.3.1 Internal Documents

On internal documents (reports, memoranda, drawings, etc.) the applicable following legend shall be put at the top or bottom of the first page or, in the case of drawings, in the space provided for such legends. The "need to know" principle shall be the guideline when divulging Proprietary Information or Sensitive Information internally.

Network Solutions Proprietary Information

The information on this document is proprietary to Network Solutions. It may not be used, reproduced or disclosed without the written approval of Network Solutions.

Network Solutions Registry Sensitive Information

The information on this document is proprietary to Network Solutions and Network Solutions' Registry business. It may not be used, reproduced or disclosed without the written approval of the General Manager of the Network Solutions Registry business.

Network Solutions Registrar Sensitive Information

The information on this document is proprietary to Network Solutions and Network Solutions' Registrar business. It may not be used, reproduced or disclosed without the written approval of the General Manager of the Network Solutions Registrar business.

4.3.2 Documents for External Distribution

A. Reports and Similar Documents

The following legend shall be typed or stamped on the cover and/or title page of reports or on the face of other documentation provided to others:

Network Solutions Proprietary Information

This document is the property of Network Solutions, Inc. It may be used by recipient only for the purpose for which it was transmitted and shall be returned upon request or when no longer needed by recipient. It may not be copied or communicated without the prior written consent of Network Solutions.

B. Letters

On letters to outsiders which contain Proprietary Information, the following statement or equivalent shall appear in the text:

Information contained herein is Network Solutions Proprietary Information and is made available to you because of your interest in our company (or program, etc.). This information is submitted in confidence and its disclosure to you is not intended to constitute public disclosure or authorization for disclosure to other parties.

C. Proposals to Commercial Companies

1. A restrictive legend such as the following shall be placed on the title page of each volume of the proposal:

Network Solutions, Inc.'s (NSI's) proposal, which follows, contains information and data that are privileged and/or confidential to NSI. This information and data are not made available for public review and are submitted voluntarily to XYZ COMPANY NAME only for purposes of review and evaluation in connection with this proposal. No other use of the information and data contained herein is permitted without the express written permission of NSI. Information and data contained herein is protected by the Virginia Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license of any kind whatsoever is granted to any third party to use the information and data contained herein unless a written agreement exists between NSI and the third party which desires access to the information and data. Under no condition should the information and data contained herein be provided in any manner whatsoever to any third party without the prior written permission of NSI. The data subject to this restriction is contained in pages _____.

2. Each page of the proposal which contains Proprietary Information shall be marked as follows:

Use or disclosure of proposal information is subject to the restriction on the title page of this proposal.

D. Proprietary Information Released Pursuant to Contract

When Proprietary Information is exchanged between Network Solutions and another company, a Confidentiality Agreement or Non-Disclosure Agreement shall be executed by the parties concerned.

1. The parties will designate in writing one or more individuals within their own organization as the only person(s) authorized to receive Proprietary Information exchanged between the parties pursuant to this Agreement (see Attachment 2 for a sample agreement).

2. All information which the disclosing party claims as proprietary shall be received in writing, clearly identified as proprietary, and delivered personally or by mail addressed to individuals designated above to receive the Proprietary Information.

5. Safekeeping

When not in use, Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information should be stored in a locked desk, cabinet or file. Such material should not be left unattended during the workday and should be turned face down in the presence of visitors or employees who have no need to know.

6. Destruction

Burning, shredding or comparable methods should be used for the destruction of Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information.

7. Terminating Employees

Terminating employees should be reminded of their responsibilities and obligations in protecting Proprietary Information as outlined in Administrative Policy A-3, "Standards of Business Ethics and Conduct." Permission to retain such information after termination must be in writing and approved by the Network Solutions General Counsel prior to removal.

8. Third-Party Proprietary Information

Proprietary Information received from other companies through contractual or pre-contractual relationships will be afforded the same level of protection given to Network Solutions' Proprietary Information.

9. Questions

Questions concerning implementation or interpretation of this policy should be referred to the appropriate General Manager or the General Counsel.

Attachment 1 Examples of Registry Sensitive Information

A. Engineering Information

Engineering information, including schematics, code, and engineering notes should be considered Registry Sensitive Information.

B. Statistical Information

Some statistical information will be available for public consumption. Such information does not require any special treatment, so long as neither the Network Solutions Registrar nor Registry does not receive any preferential treatment (e.g., early access to such information). Other statistics, such as numbers of registrations, transfers, etc., performed by each registrar, as well as processing times, numbers of failures or any information that is trending negative or contains negative performance factors not generally available to the public should be considered either Registry Sensitive Information or Registrar Sensitive Information, as applicable.

One area of statistical data that is deserving of special attention is Registry information pertaining to the numbers of registrations, transfers, etc., performed by each registrar. All such information is Registry Sensitive Information and will be treated accordingly. Unless otherwise approved, registration activity information must be protected from disclosure to any registrar other than the registrar to which the information refers. Such protection extends to precluding Network Solutions' Board of Directors, Chief Executive Officer, Chief Financial Officer, and the General Manager of the Registrar business from access to Registry Sensitive Information pertaining to any registrar other than Network Solutions.

C. Financial Information

Financial data related to either the NSI Registry or Registrar is Sensitive Information and will not be released without the express consent of the applicable General Manager, Chief Executive Officer or Chief Financial Officer of Network Solutions. Monthly expenses and income shall be kept sensitive and restricted from disclosure to any party other than the appropriate Registry or Registrar staff and select members of Network Solutions' senior staff.

Attachment 2

NON-DISCLOSURE AGREEMENT
Proprietary Information

This is an Agreement, effective _____, 199_ between Network Solutions, Inc. (hereinafter referred to as "NSI") and _____ (hereinafter referred to as "_____"). It is recognized that it may be necessary or desirable to exchange information between NSI and _____ for the purpose of _____.

_____ With respect to the information exchanged between the parties subsequent to this date, the parties agree as follows:

(1) "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing party, not previously published or otherwise disclosed to the general public, not previously available without restriction to the receiving party or others, nor normally furnished to others without compensation, and which the disclosing party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Agreement and appropriately identified as being proprietary when furnished.

(2) In order for proprietary information disclosed by one party to the other to be protected in accordance with this Agreement, it must be: (a) in writing or in electronic form; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing party; and (c) delivered by letter of transmittal, hand delivery, or electronically transmitted to the individual designated in Paragraph 3 below, or his designee. Where the proprietary information has not been or cannot be reduced to written or electronic form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with this Non-Disclosure Agreement provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the individual identified in Paragraph 3 below, within 20 calendar days of said oral disclosures. Neither party shall identify information as proprietary which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

(3) In order for either party's proprietary information to be protected as described herein, it must be submitted in written or electronic form as discussed in Paragraph 2 above to:

NSI _____

Name: James M. Ulam, Esq. Name: _____

Title: Asst. General Counsel Title: _____

Address: 505 Huntmar Park Drive Address: _____
Herndon, VA 20170

Telephone No: (703)742-4737

Telephone No: _____

FAX No: (703)742-0065

FAX No: _____

(4) Each party covenants and agrees that it will keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all information which is received from the other under this Non-Disclosure Agreement and has been protected in accordance with paragraphs 2 and 3 hereof; provided however, that a receiving party shall not be liable for disclosure of any such information if the same:

- A. Was in the public domain at the time it was disclosed,
- B. Becomes part of the public domain without breach of this Agreement,
- C. Is disclosed with the written approval of the other party,
- D. Is disclosed after three years from receipt of the information,
- E. Was independently developed by the receiving party,
- F. Is or was disclosed by the disclosing party to a third party without restriction, or
- G. Is disclosed pursuant to the provisions of a court order.

As between the parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing party, and the inconsistent provisions of any such legend shall be without any force or effect.

Any protected information provided by one party to the other shall be used only in furtherance of the purposes described in this Agreement, and shall be, upon request at any time, returned to the disclosing party. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

(5) The standard of care for protecting Proprietary Information imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own proprietary information, but in no event less than reasonable care.

(6) Neither party shall be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such data or information.

(7) In providing any information hereunder, each disclosing party makes no representations, either express or implied, as to the information's adequacy, sufficiency,

or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall either party incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.

(8) This Non-Disclosure Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings or agreements regarding this issue. This Non-Disclosure Agreement shall not be modified or amended, except in a written instrument executed by the parties.

(9) Nothing contained in this Non-Disclosure Agreement shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other party.

(10) Nothing contained in this Non-Disclosure Agreement shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.

(11) The effective date of this Non-Disclosure Agreement shall be the date upon which the last signatory below executes this Agreement.

(12) This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

(13) This Non-Disclosure Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not unreasonably be withheld. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another corporation. This Non-Disclosure Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

(14) Both parties agree to take all reasonable precautions to prevent any trading in Company securities by their respective officers, directors, employees and agents having knowledge of the proposed transaction between the parties until the proposed transaction has been sufficiently publicly disclosed. The parties understand and agree that until a press release is issued regarding a proposed transaction between the parties, neither party will disclose the fact that negotiations are taking place, except to professional advisors and to employees of the parties on a need-to-know basis.

(15) It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement by either party or any of its representatives and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this agreement, if a court of competent jurisdiction determines that either party or any of its representatives have breached this agreement, then the breaching party shall be liable and pay to the non-breaching party the reasonable legal fees incurred in connection with such litigation, including an appeal therefrom.

Network Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

NON-DISCLOSURE AGREEMENT

I understand I am an employee assigned to the Registry business of Network Solutions, Inc. ("Network Solutions") or another employee who has a need to know information related to the Registry Business of Network Solutions (but not a Registrar-assigned employee) which is proprietary, confidential or business sensitive, belonging to the Registry Business of Network Solutions, other companies or customers of the Registry Business ("Need to Know Employee"). I agree not to disclose or otherwise disseminate such information to anyone other than Need to Know Employees, except as directed, in writing, by the General Manager of the Registry Business or his/her designee. This prohibition is specifically intended to prevent the disclosure of any such information to Network Solutions' Registrar-assigned personnel. **I understand that disclosure of such information to anyone other than a Need to Know Employee or use of such information could result in personal liability for such unauthorized use or disclosure.**

I agree to use such proprietary, confidential and/or business sensitive information only in the performance of requirements necessary to carry out my duties as a Need to Know Employee, and I agree to take suitable precautions to prevent the use or disclosure of such information to any party, other than Need to Know Employees. I will report to the General Manager of the Registry Business or his/her designee any potential violation of this agreement. I further agree to surrender any and all data and information, of any type whatsoever, to the General Manager of the Network Solutions Registry Business or his/her designee upon the termination of my employment as an employee of Network Solutions, or my assignment with the Network Solutions Registry Business.

I certify that I have read and fully understand this Non-Disclosure Agreement and agree to abide by all requirements contained herein. I understand that my strict compliance is essential to Network Solutions Registry Business, and any violation of these requirements may result in termination of my employment.

Agreed to:

Verified:

Employee

Date

General Manager, Registry

Date

EXHIBIT C

REGISTRY BUSINESS ORGANIZATIONAL
CONFLICT OF INTEREST AVOIDANCE CERTIFICATION

I hereby certify that I have received training in and understand the requirements of conflict of interest issues and the requirements of the Organizational Conflict of Interest Compliance Plan of the Registry Business of Network Solutions, Inc. I certify that I will strictly comply with the provisions of this Plan. I understand my obligation to (i) refrain from any activities which could pose a personal conflict of interest and (ii) report to the General Manager of the Registry Business, any conflict, whether personal or organizational, which is perceived or identified during the course of my employment with the Registry Business.

CERTIFIED

signature

date

name

REGISTRAR LICENSE AND AGREEMENT

This Registrar License and Agreement (the "Agreement") is dated as of _____, 1999 ("Effective Date") by and between Network Solutions, Inc., a Delaware corporation, with its principal place of business located at 505 Huntmar Park Drive, Herndon, Virginia 20170 ("NSI" or the "Registry"), and _____, a _____ corporation, with its principal place of business located at _____ ("Registrar"). NSI and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, multiple registrars will provide Internet domain name registration services within the .com, .org and .net top-level domains wherein NSI operates and maintains certain TLD servers and zone files ("Registry");

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .com, .org and .net TLDs.

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, NSI 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. "IP" means Internet Protocol.
- 1.3. An "SLD" is a second-level domain of the DNS.
- 1.4. The "System" refers to the multiple registrar system developed by NSI for registration of second-level domain names in the .com, .org and .net TLDs.
- 1.5. A "TLD" is a top-level domain of the DNS.
- 1.6. 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, NSI shall operate the System and provide Registrar with access to the System enabling Registrar to transmit domain name registration information for the .com, .org and .net

TLDs to the System according to a protocol developed by NSI 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, NSI 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 .com, .org and .net TLDs. If NSI elects to modify or upgrade the APIs and/or RRP, NSI shall provide updated APIs to the RRP with documentation and updated Software to Registrar promptly as such updates become available.

2.3. New Architectural Features. NSI will use its best commercial efforts to develop and implement two additional modifications to the Licensed Product by January 15, 2000 as follows:

2.3.1. NSI will issue an upgrade to the Licensed Product that will enable a Registrar to accept initial domain name registrations or renewals of a minimum of one year in length, or in multiples of one year increments.

2.3.2. NSI will issue an upgrade to the Licensed Product that will enable registrars to accept the addition of one additional year to a registrant's "current" registration period when a registrant changes from one registrar to another.

In no event shall the total unexpired term of a registration exceed ten (10) years.

Registrars will be able to offer these new features only for new registrations or renewals occurring after the Upgrade is deployed. Both Upgrades will be introduced into the Operational Test and Evaluation environment for testing prior to deployment.

2.4. 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 "SLD holder") orders.

2.5. Data Submission Requirements. As part of its registration of all SLD registrations in the .com, .net, and .org TLDs during the Term of this Agreement, Registrar shall submit the following data elements using the RRP concerning SLD registrations it processes:

2.5.1. The name of the SLD being registered;

2.5.2. The IP addresses of the primary nameserver and secondary nameserver(s) for the SLD;

2.5.3. The corresponding host names of those nameservers;

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

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

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

2.6. **License.** Registrar grants NSI as Registry a non-exclusive non-transferable limited license to the data elements consisting of the SLD name registered, 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.

2.7. **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 the Registry three (3) business days in advance of any such amendment), to be entered into by Registrar with each SLD holder as a condition of registration. Registrar shall include terms in its agreement with each SLD holder that are consistent with Registrar's duties to NSI hereunder.

2.8. **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.

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

2.10. **Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of SLD 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.

2.11. **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 NSI Registry records shall control.

2.12. **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 NSI as Registry in a non-arbitrary manner and applicable to all registrars, including NSI, and consistent with NSI's Cooperative Agreement with the United States Government or NSI's Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN"), as applicable, upon NSI's notification to Registrar of the establishment of those terms and conditions.

2.13. **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, Network Solutions, as Registry, 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 NSI.

2.14. **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 NSI, in the amount of \$100,000 U.S. dollars. The terms of the Surety Instrument shall indemnify and hold harmless NSI 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 NSI as provided in Section 6.16 by making payment(s) up to the full amount of the bond within ten (10) days of NSI's having notified the surety of its claim(s) of damages, having identified the basis for any such claim. NSI 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.

2.15. **Prohibited Domain Name Registrations.** Registrar agrees to comply with the policies of NSI as Registry that will be applicable to all registrars and that will prohibit the registration of certain domain names in the .com, .org and .net TLDs which are not allowed to be registered by statute or regulation.

2.16. **Indemnification Required of SLD Holders.** Registrar shall require each SLD holder to indemnify, defend and hold harmless NSI, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and

expenses, including reasonable legal fees and expenses arising out of or relating to the SLD holder's domain name registration.

3. LICENSE

3.1. **License Grant.** Subject to the terms and conditions of this Agreement, NSI 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 .com, .org and .net TLDs 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 with the Registry on behalf of its SLD 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 NSI, 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 for (i) the transmission of unsolicited, commercial e-mail (spam) to entities other than Registrar's customers; (ii) high volume, automated, electronic processes that apply to NSI for large numbers of domain names, except as reasonably necessary to register domain names or modify existing registrations; or (iii) high volume, automated, electronic, repetitive queries for the purpose of extracting data to be used for Registrar's purposes, except as reasonably necessary to register domain names or modify existing registrations.

3.3. **Changes to Licensed Materials.** NSI may from time to time make modifications to the RRP, APIs or Software licensed hereunder that will enhance functionality or otherwise improve the System. NSI will provide Registrar with at least sixty (60) 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.** NSI 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, NSI will provide reasonable telephone and e-mail customer service support to Registrar, not SLD holders or prospective customers of Registrar, for non-technical issues solely relating to the System and its operation. NSI 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. NSI 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. **License Fee.** As consideration for the license of the RRP, APIs and Software, Registrar agrees to pay NSI on the Effective Date a non-refundable one-time fee in the amount of \$ 10,000 payable in United States dollars (the "License Fee") and payable by check to Network Solutions, Inc., Attention: Registry Accounts Receivable, 505 Huntmar Park Drive, Herndon, Virginia 20170 or by wire transfer to Bank of America, for the credit of Network Solutions, Inc., Account #004112889843, ABA # 051000017, Swift, NABKUS3ARIC. No later than three (3) business days after either the receipt (and final settlement if payment by check) of such License Fee, or the Effective Date of this Agreement, whichever is later, NSI will provide the RRP, APIs and Software to Registrar.

5.2. Registration Fees.

(a) From the Effective Date of this Agreement through January 15, 2000, Registrar agrees to pay NSI the non-refundable amounts of \$18 United States dollars for each initial two-year domain name registration and \$9 United States dollars for each one-year domain name re-registration (collectively, the "Registration Fees") registered by Registrar through the System.

(b) Thereafter, and for the balance of the term of this Agreement, Registrar agrees to pay NSI the non-refundable amounts of \$6 United States dollars for each annual increment of an initial domain name registration and \$6 United States dollars for each annual increment of a domain name re-registration (collectively, the "Registration Fees") registered by Registrar through the System.

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

5.3. **Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of an SLD holder's existing domain name registration from another registrar by following the policy set forth in Exhibit B to this Agreement. Registrar agrees to pay NSI the applicable Registration Fee as set forth above. For transfers taking place after January 15, 2000, this shall result in a corresponding extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years. The losing registrar's Registration Fees will not be refunded as a result of any such transfer.

5.4. **Non-Payment of Registration Fees.** Timely payment of Registration Fees is a material condition of performance under this Agreement. In the event that Registrar fails to pay its Registration Fees, either initial or re-registration fees, within five (5) days of the date when due, NSI 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 NSI ceases to operate as the registry for the .com, .org and .net TLDs. In the event that revisions to NSI's Registrar License and 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 NSI.

(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 NSI thirty (30) days notice of termination.

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

(e) **Termination in the Event that Successor Registry is Named.** This Agreement shall terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to serve as the registry for the .com, .net, and .org TLDs (the "Successor Registry").

(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, NSI will 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 NSI for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of SLD name registrations to another licensed registrar(s) of the Registry, in compliance with any procedures established or approved by the U.S. Department of Commerce or ICANN, as appropriate, and (ii) either return to NSI or certify to NSI 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 2.6, 2.7, 6.1(g), 6.6, 6.7, 6.10, 6.12, 6.13, 6.14 and 6.16; (ii) the SLD holder's obligations to indemnify, defend, and hold harmless NSI, as stated in Section 2.16; (iii) the surety's obligations under the Surety Instrument described in Section 2.14 with respect to matters arising during the term of this Agreement; and (iv) Registrar's payment obligations as set forth in Section 5.2 with respect to initial registrations or re-registrations 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 SLD 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 NSI:

Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, Virginia 20170
Attention: Director, Customer Affairs
Telecopier: + 1 (703) 742-8706
E-mail: julien@netsol.com

with a copy to:

General Counsel
505 Huntmar Park Drive
Herndon, Virginia 20170
Telecopier: + 1 (703) 742-0065

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 NSI.

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 NSI.

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 NSI 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 NSI 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 2.6 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) **NSI.** NSI 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 NSI, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by NSI 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. NSI 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. NSI 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, NSI 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 NSI under this paragraph, will indemnify, defend and hold harmless NSI and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against NSI or any affiliate of NSI 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 SLD 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) NSI provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, NSI will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses NSI for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without NSI'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 NSI 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.

Network Solutions, Inc.

{Registrar}

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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

Registrar Requirements

The registration agreement between each Registrar and its SLD holder shall include a provision explaining that an SLD 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 SLD 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 SLD 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 SLD 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 SLD Holder
- 3) Dispute over the identity of the SLD 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, the Registry will transmit an e-mail notification to both Registrars.

The Registry shall complete the "transfer" if either:

- 1) the losing Registrar expressly "approves" the request, or
- 2) the Registry 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, the Registry will transmit an email notification to both Registrars.

Records of Registration.

Each SLD 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 SLD holder enters into a contract for registration services.

Exhibit C

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into by and between Network Solutions, Inc. ("NSI"), a Delaware corporation having its principal place of business in Herndon, VA, 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 NSI 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 NSI 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 NSI and Registrar have executed this Confidentiality Agreement in Virginia on the dates indicated below.

_____ (“Registrar”)

Network Solutions, Inc. (“NSI”)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____