

New usTLD Administrator Service Proposal by NeuStar, Inc.
Bulk Transfer of Names after Partial Portfolio Acquisition of a Registrar

1. **Name of Service:** Bulk Transfer After Partial Portfolio Acquisition (BTAPPA)
2. **Description of Service:** In the circumstance where one usTLD accredited Registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion, but not all, of another usTLD accredited Registrar's domain name portfolio in the usTLD, the usTLD Administrator shall, for a \$US .20 per name fee or \$1000, whichever is greater, not to exceed \$50,000, perform a bulk transfer of the sponsorship of the acquired portfolio of names on a mutually agreed upon date/time within 30 days of request from the current Registrar of record to the Registrar who acquired the names.
3. **Proposed Service Requirements:**
 - Gaining Registrar must already have usTLD accreditation for the usTLD.
 - Gaining Registrar must have in effect at the time of transfer a Administrator-Registrar Agreement in good standing with the usTLD Administrator.
 - Gaining Registrar must provide usTLD Administrator with evidence (i.e. affidavit) of the acquisition documenting closing date and Registrars involved to the acquisition.
 - Both Gaining and Losing Registrar must approve the list of names subject to the Bulk Transfer prior to the change in sponsorship of names by the usTLD Administrator.
 - Names in the following statuses at the usTLD Administrator at time of transfer will not be subject to the bulk transfer: pending transfer, redemption grace period (RGP), pending delete. Names within the 45-day auto renew grace window are subject to bulk transfer, but usTLD Administrator may be permitted to deny credit for those names registrant(s) choose to delete after the bulk transfer, but prior to the expiration of the 45-day auto renew grace window.
 - Fifteen (15) day advance, written notice of the bulk change of sponsorship shall be provided to all domain name registrants for names involved in the bulk transfer. Notice must include: (1) Explanation of how the Whois record will change after the bulk transfer occurs, (2) Customer Support and Technical Contact information of the Gaining Registrar; (3) Statement that all Transfers Rules and Policies set by the usTLD Administrator shall remain in effect..
 - Request for BTAPPA service from usTLD Administrator is limited to one (1) request per Registrar or Registrar Group per six-month period. Registrar group is defined as multiple Registrar businesses that share common ownership and/or management teams. A single request for the BTAPPA Service for names held across multiple Registrar accounts held by a Registrar Group who is party to the purchase by means of a stock or asset purchase, merger or similar transaction is permitted, however transfer cannot occur solely within and among the Registrar businesses of a Registrar Group and at least 50% of all names in the usTLD for which sponsorship will be changed, must be changed to a Registrar outside the Registrar Group.
 - The usTLD Administrator has discretion to reject the request for BTAPPA Service if there is reasonable evidence that BTAPPA is being requested to avoid fees otherwise due to the usTLD Administrator.
 - BTAPPA may not be requested if gaining Registrar's request would qualify for bulk transfer under the usTLD Administrator-Registrar Agreement.

4. **Need Service Addresses:** Currently the usTLD Bulk Transfer provision contained in the usTLD Administrator-Registrar Agreement only allows for bulk transfer of sponsorship of “**all**” registrations sponsored by one Registrar as a result of (i) acquisition of that Registrar or its assets by another Registrar, or (ii) lack of accreditation of that Registrar or lack of its authorization with the usTLD Administrator Operator. There is no policy or provision that currently addresses the very real business situation where only a **portion** of a Registrar’s TLD portfolio is acquired. Thus, the proposed BTAPPA service would provide a safe and consolidated method to change sponsorship of domain names acquired from one usTLD accredited Registrar from another usTLD accredited Registrar.
5. **Benefits of Service:** The proposed BTAPPA service would benefit registries, Registrars and registrants.
 - **Benefit to usTLD Administrator** - Efficient method of changing sponsorship of domain names where one usTLD accredited Registrar purchased, by means of a stock or asset purchase, merger or similar transaction, a partial portfolio of usTLD domain names sponsored by another usTLD accredited Registrar.
 - **Benefit to Registrars** - Provides opportunity to utilize bulk transfer mechanisms to change the sponsorship of a partial portfolio of names purchased, by means of a stock or asset purchase, merger or similar transaction, from another usTLD accredited Registrar.
 - **Benefits to Registrants** - Change of sponsorship of domain names subject to a partial portfolio acquisition from one Registrar to another is open and transparent and in a manner that affords registrants protection under rules of the usTLD Administrator. Customer endorsements of the BTAPPA service will be made available upon request.
6. **Service Impact on Security and Stability of the Internet:** None
7. **Service Impact on Competition:** None
8. **Intellectual Property Considerations:** None

**Terms of Service Agreement for
Bulk Transfer After Partial Portfolio Acquisition (BTAPPA)**

This Terms of Service Agreement for Bulk Transfer After Partial Portfolio Acquisition (“BTAPPA Agreement”) is entered into this ____ day of _____, 20__ (“Effective Date”) by and between NeuStar, Inc., a Delaware corporation, with its principal place of business located at 46000 Center Oak Plaza, Sterling, VA 20166 (“NeuStar”), _____ [Gaining Registrar’s Name], a _____ [jurisdiction and type of organization], with its principal place of business located at _____ [Gaining Registrar's location] (“Gaining Registrar”) and _____ [Losing Registrar’s Name], a _____ [jurisdiction and type of organization], with its principal place of business located at _____ [Losing Registrar's location] (“Losing Registrar”) (each individually a “Party” and collectively the “Parties”).

WHEREAS, NeuStar, the usTLD Administrator operator for the usTLD top-level domain (“usTLD”), and the Gaining and Losing Registrars each have previously entered into certain usTLD Administrator-Registrar Agreements (each a “Registrar Agreement”) pursuant to which each Registrar acts as a Registrar for domain names in the usTLD”;

WHEREAS, the United States Department of Commerce (“DoC”) has approved that certain service designated Bulk Transfer After Partial Portfolio Acquisition (“BTAPPA”) pursuant to which transfers of domains can be made in the circumstance where a usTLD-accredited Registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion, but not all, of another usTLD-accredited Registrar’s domain name portfolio in the usTLD;

WHEREAS, the Parties wish to set forth the term and conditions pursuant to which such transfers of partial portfolios of domains can be made pursuant to the BTAPPA;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, NeuStar, the Gaining and Losing Registrars, hereby agree as follows:

1. **DEFINITIONS.** The following definitions shall be used in this BTAPPA Agreement. Where a capitalized word or term is used, but not defined herein, that word or term shall have the meaning as set forth in the Registrar Agreements.

1.1. “Acquisition” shall mean that transaction whereby Gaining Registrar acquires, by means of a stock purchase, asset purchase, merger or similar transaction, a portion, but less than all, of Losing Registrar’s domain name portfolio in the usTLD.

1.2. “Gaining Registrar” shall mean that usTLD-accredited Registrar which will acquire

sponsorship of the Subject Domains pursuant to a transfer under the BTAPPA.

1.3. “Losing Registrar” shall mean that usTLD-accredited Registrar from which sponsorship of the Subject Domains will be transferred pursuant to a transfer under the BTAPPA.

1.4. “Subject Domains” shall mean those usTLD domains for which sponsorships will be transferred to the Gaining Registrar from the Losing Registrar.

1.5. “Transfer Request” shall mean a request by Gaining Registrar to the NeuStar to transfer

sponsorship of the Subject Domains under the BTAPPA.

2. TRANSFER UNDER THE BTAPPA.

Subject to the terms and conditions herein, NeuStar shall effect the transfer of sponsorship of the Subject Domains from the Losing Registrar to the Gaining Registrar following initiation of a Transfer Request.

3. ELIGIBLE TRANSFERS

3.1. Transfer Requests may be made under the BTAPPA only where Gaining Registrar acquires, by means of a stock purchase, asset purchase, merger or similar transaction, a portion, but not all, of Losing Registrar's domain name portfolio in the usTLD.

3.2. Transfer Requests may not be made under the BTAPPA if Gaining Registrar's request would qualify for bulk transfer under Part B of the Policy on Transfer of Registrations Between Registrars implemented by usTLD on November 12, 2004 which provides for bulk transfer of sponsorship of "all registrations sponsored by one Registrar as a result of (i) acquisition of that Registrar or its assets by another Registrar, or (ii) lack of accreditation of that Registrar or lack of its authorization with the NeuStar."

4. REGISTRAR ELIGIBILITY. In addition to meeting the transfer eligibility requirements under Section 2, Registrars requesting transfers under the BTAPPA must meet the following requirements:

4.1. The Gaining and Losing Registrars must have accreditation for the usTLD at the time the Transfer Request is submitted to NeuStar.

4.2. The Gaining and Losing Registrars must each have a Registrar Agreement in effect with NeuStar and must be in good standing at the time of Transfer Request.

5. EFFECTING TRANSFER OF SUBJECT DOMAINS.

5.1. A Transfer Request shall be considered initiated when Gaining Registrar submits to NeuStar a Transfer Request which shall:

5.1.1. identify, and request transfer of, the Subject Domains from Losing Registrar to Gaining Registrar;

5.1.2. identify the closing date of the Acquisition;

5.1.3. provide evidence of the Acquisition which identifies the closing date of the Acquisition and the Registrars involved the Acquisition; and

5.1.4. be signed by the Losing Registrar and the Gaining Registrar.

5.2. Following or concurrent with the submission of the Transfer Request by Gaining Registrar, Losing Registrar shall:

5.2.1. confirm and approve the list of Subject Domains to be transferred from Losing Registrar to Gaining Registrar;

5.2.2. certify that its existing Registrar-Registrant Agreement allows Losing Registrar to transfer sponsorship of the Subject Domains in the event that Losing Registrar is acquired by another party; and

5.2.3. provide proof of compliance with Section 6.0 hereof in the form of an affidavit and submission of a copy of the notice provided.

6. NOTICE TO REGISTRANTS.

Losing Registrar shall provide to all domain name registrants for names involved in the bulk transfer, written notice of the bulk change of sponsorship, said notice to be provided fifteen (15) days in advance. Notice must include: (1) an explanation of how the Whois record will change after the bulk transfer occurs, (2) customer support and technical contact information of the Gaining Registrar; (3) a statement that all transfers rules and policies set

by the usTLD Administrator shall remain in effect.

7. **FEES.** NeuStar shall transfer the Subject Domains from Losing Registrar to Gaining Registrar for a fee of the greater of \$.20 (US) per Subject Name or \$1000.00, whichever is greater. Upon completion of the transfer, payment shall be made via debit or draw down of the Gaining Registrar's deposit account or other credit facility approved by NeuStar established pursuant to the Gaining Registrar's Registrar Agreement.

8. **TIMING OF TRANSFER.** NeuStar shall perform a bulk transfer of the Subject Domains on a date mutually agreed upon between NeuStar and Losing Registrar.

9. **LIMITATIONS ON TRANSFER**

9.1. Domain names in the following statuses at the NeuStar at time of the Transfer Request will not be eligible for bulk transfer under the BTAPPA: "pending transfer", "redemption grace period (RGP)", or "pending delete". Domain names which are within the forty-five (45) day auto-renew grace window are subject to bulk transfer, but NeuStar may be permitted to deny credit for those names registrant(s) choose to delete after the bulk transfer, but prior to the expiration of the forty-five (45) day auto-renew grace window.

9.2. Request for BTAPPA service from NeuStar is limited to one (1) request per Registrar Group per six-month period. Registrar Group is defined as multiple Registrar businesses that share common ownership and/or management teams. A single Transfer Request under the BTAPPA for names held across multiple Registrar accounts held by a Registrar Group who is a party to the purchase by means of a stock or asset purchase, merger or similar transaction is permitted, however transfer cannot occur solely within and among the Registrar businesses of a Registrar Group and at least 50% of all names in the usTLD for which sponsorship will be changed, must be changed to a Registrar outside the Registrar Group.

9.3. NeuStar has discretion to reject a Transfer Request for if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to NeuStar.

10. **NOTICE OF DEFICIENCY.** Where Gaining Registrar has made a Transfer Request, but has failed to meet the requirements set forth herein, NeuStar shall provide notice to both the Gaining and Losing Registrars of such deficiency which, if curable by Gaining Registrar or Losing Registrar, must be cured before NeuStar will effect the transfer of the Subject Domains.

11. **INDEMNITIES AND LIMITATION OF LIABILITY.**

11.1. Indemnification. In addition to the indemnification obligations contained in the Gaining and Losing Registrars' Registrar Agreements, the Gaining and Losing Registrars ("Indemnifying Parties") shall, jointly and severally, indemnify and hold harmless NeuStar and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against NeuStar or any affiliate of NeuStar based on or arising from any claim or alleged claim: (i) relating to the Acquisition, Transfer Request or the Subject Domains; provided, however, that in any such case: (a) NeuStar provides the Indemnifying Parties with prompt notice of any such claim, and (b) upon the Indemnifying Party's written request, NeuStar will provide to the Indemnifying Parties' all available information and assistance reasonably necessary for Indemnifying Parties' to defend such claim, provided that Indemnifying Parties reimburse NeuStar for its actual and reasonable costs incurred in connection with providing such information and assistance. Indemnifying Parties will not enter into any settlement or compromise of any such indemnifiable claim without NeuStar's prior written consent, which consent shall not be unreasonably withheld. Indemnifying Parties 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

NeuStar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

11.2. Limitation of Liability. IN NO EVENT SHALL NEUSTAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES FOR ANY VIOLATIONS OF THIS BTAPPA AGREEMENT. IN ADDITION, IN NO EVENT SHALL NEUSTAR'S LIABILITY EXCEED THE LESSER OF THE AMOUNT OF FEES PAID UNDER THIS BTAPPA AGREEMENT.

11.3. Disclaimer of Warranties. THE BTAPPA SERVICE IS BEING PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. NEUSTAR 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. NEUSTAR DOES NOT WARRANT THAT THE BTAPPA SERVICE WILL MEET THE GAINING OR THE LOSING REGISTRAR'S REQUIREMENTS, OR THAT THE BTAPPA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, NEUSTAR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE BTAPPA SERVICE.

12. GENERAL

12.1. Nothing contained herein shall be considered to replace or supplant the Registrar Agreements or to relieve either the Gaining or Losing Registrar of any duties or obligations imposed by their respective Registrar Agreements.

12.2. Incorporation. The following provisions of the Gaining and Losing Registrar's usTLD Administrator-Registrar Agreement in effect between such Registrar and NeuStar Parties on the Effective Date are hereby incorporated by reference: Sections 2.7 (usTLD Administrator Requirements), 5.1 (Confidentiality), 5.2 (Intellectual Property), 7 (Dispute Resolution), 8.2 (Termination), 8.3 (Effect of Termination), 9.2 (Notices), 9.4 (Insurance), 9.5 (Third Party Beneficiaries), 9.6 (Relationship of the Parties), 9.7 (Force Majeure), 9.8 (Amendments), 9.9 (Waiver), 9.10 (Attorney Fees), 9.12 (Further Assurances) and 9.14 (Counterparts).

12.3. Entire Agreement. This BTTAPA Agreement, including any Addenda, Exhibits or Schedules hereto, and references to the Gaining and Losing Registrar Agreements in effect as of the Effective Date, completely and exclusively state the agreement of the Parties regarding only to the particular subject matter contained herein, and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of this BTAPPA Agreement. Unless specifically provided herein, no right or obligation of either Party to this BTAPPA Agreement shall supercede, however, any of that Party's rights

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

NeuStar, Inc.

By: _____
Name: _____
Title: _____

By: _____ ("Gaining Registrar")
Name: _____
Title: _____

By: _____ ("Losing Registrar")
Name: _____
Title: _____