

AGREEMENT # 1

usTLD Registrar Accreditation Agreement v. 2.0

See Appendix E, Agreement #1

AGREEMENT # 2

KIDS.US ADMINISTRATOR-REGISTRAR AGREEMENT V. 2.0

This kids.us Administrator-Registrar Agreement is made and effective as of _____, 200___, by and between NeuStar, Inc., a Delaware corporation, with its principal place of business located at 46000 Center Oak Plaza, Building Ten, Sterling, VA 20166 (“kids.us Administrator”), and _____ [Registrar’s name], a _____ [jurisdiction and type of organization], with its principal place of business located at _____ [Registrar’s location] (“Registrar”).

WHEREAS, On December 4, 2002, President George W. Bush signed into law the “Dot Kids Implementation and Efficiency Act of 2002,” Public Law No. 107-317 (“Dot Kids Act”) requiring the United States Department of Commerce (“DoC”) to establish a second level domain within the .us domain to provide access to material that is suitable for and not harmful to minors.

WHEREAS, NeuStar, Inc. has been appointed to be the administrator of the kids.us domain name space by the DoC, pursuant to Modification No. 7 to the usTLD Agreement between kids.us Administrator and the DoC (Order No. SB1335-02-W-0175) dated February 13, 2003, to operate a shared registration system, TLD nameservers, and other equipment for the “kids.us” second-level domain;

WHEREAS, multiple registrars will provide Internet domain name registration services within the kids.us second-level domain pursuant to kids.us Administrator-Registrar Agreements substantially similar to this Agreement;

WHEREAS, Registrar wishes to act as a registrar for domain names within the kids.us second-level domain.

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

1 DEFINITIONS

- 1.1 “Active Registration” shall mean a Registered Name that is approved by kids.us Administrator to be placed into the authoritative DNS and eligible to have Content. Eligibility to have an Active Registration shall be determined by kids.us Administrator, at its sole discretion, using the process set forth in 3.3 below.
- 1.2 “Agreement” means this kids.us Administrator-Registrar Agreement between kids.us Administrator and Registrar, as such may be amended from time to time in the future.
- 1.3 The “APIs” are the application program interfaces by which Registrar may interact, through the EPP, with the kids.us System.
- 1.4 “Confidential Information” means all information and materials related to the performance of services under this Agreement, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications provided by one party to this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”) 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 fifteen (15) days of the disclosure of the confidential nature of such information.

- 1.5 "Content" shall mean the output of a web server in response to a Hyper-Text Transport Protocol request. Content includes, but is not limited to, URLs, text, graphics, scripts, information, data, and all other material capable of existing on the Internet.
- 1.6 "Content Manager(s)" shall mean kids.us Administrator or the entity or entities appointed by kids.us Administrator to perform Content Management Services.
- 1.7 "Content Management Services" means both the initial review and ongoing monitoring of all Kids.us Sites performed by the Content Manager(s).
- 1.8 "Content Policy" shall mean the document(s) attached hereto as Exhibit A. The Content Policy may be revised at any time by the kids.us Administrator.
- 1.9 "DNS" means the Internet domain name system.
- 1.10 The "Effective Date" shall be the date first set forth above.
- 1.11 "EPP" means the extensible provisioning protocol used by the kids.us System.
- 1.12 "kids.us" means the kids.us second-level domain.
- 1.13 "kids.us Agreement" means the functions associated with Modification No. 7 to the usTLD Agreement by and between kids.us Administrator and the DoC (Purchase Order No. SB1335-02-W-0175) dated February 13, 2003, and any subsequent modifications to the usTLD Agreement pertaining to these functions, for the administration and operation of the kids.us.
- 1.14 "kids.us Accreditation Agreement" shall mean the agreement by and between Registrar and kids.us Administrator setting for the requirements and obligations of Registrar to become accredited to register Registered Names in kids.us.
- 1.15 "kids.us Database" means a database comprised of data about one or more DNS domain names within the domain of the kids.us that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
- 1.16 "kids.us Services" means services provided as an integral part of the operation of the kids.us.
- 1.17 "kids.us Site" shall mean a website containing Content appearing on an Active Registration.
- 1.18 "kids.us System" means the registry system operated by kids.us Administrator for Registered Names in the kids.us.
- 1.19 "Personal Data" refers to data about any identified or identifiable natural person.
- 1.20 "Registered Name" refers to a domain name within the kids.us second-level domain, about which kids.us Administrator or an affiliate engaged in providing kids.us Services maintains data in a kids.us Database, arranges for such maintenance, or derives revenue from such maintenance. A Registered Name may only become an Active Registration if a Registrant is approved for an Active Registration by following the process set forth in Section 3.3 below.
- 1.21 "Registrant" means the holder of a Registered Name.

- 1.22 The word “Registrar” when appearing with an initial capital letter, refers to _____ [Registrar Name], a party to this Agreement.
- 1.23 The word “registrar” when appearing without an initial capital letter, refers to an entity that contracts with Registrants and with the kids.us Administrator to provide domain name registration services and collects registration data about the Registrants and submits registration information for entry in the kids.us Database and is party to an Kids.us Accreditation Agreement with kids.us Administrator.
- 1.24 “Registrar Services” means services provided by a registrar in connection with the kids.us second-level domain under this Agreement, and includes contracting with Registrants for Registered Names, collecting the applicable registration data about the Registrants, and submitting registration information for entry in the kids.us Database.
- 1.25 “Registrar Tool Kit” shall mean the Tool Kit described in Exhibit B.
- 1.26 “Term” means the term of this Agreement, as set forth in Subsection 8.1.
- 1.27 A “TLD” means a top-level domain of the DNS.
- 1.28 In order to have the required “U.S. Nexus”, a Registrant must meet the requirements set forth at http://www.kids.us/us_policy/ustld_nexus_requirements.pdf.
- 1.29 Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2 OBLIGATIONS OF KIDS.US ADMINISTRATOR

- 2.1 Access to kids.us System. Throughout the Term of this Agreement, kids.us Administrator shall provide Registrar with access as a registrar to the kids.us System. Nothing in this Agreement entitles Registrar to enforce any agreement between kids.us Administrator and DoC, and Registrar shall not be deemed to be a third-party beneficiary to any Agreement between the kids.us Administrator and the DoC.
- 2.2 Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, and requirements under the kids.us Agreement, kids.us Administrator shall maintain the registrations of Registered Names sponsored by Registrar in the kids.us System so long as Registrar has paid the Fees required by Subsection 4.1 below and this Agreement remains in effect.
- 2.3 Provision of Tool Kits; Limited License.
- 2.3.1 Registrar Tool Kit. No later than five (5) business days after the Effective Date, kids.us Administrator shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit Registrar to interface with the kids.us System and employ its features that are available to registrars, provided that, if the Effective Date occurs prior to the date that kids.us Administrator has made the kids.us Tool Kit available to kids.us registrars generally (“Availability Date”), kids.us Administrator shall provide to Registrar a copy of the kids.us Tool Kit, no later than five (5) business days after the Availability Date. Subject to the terms and conditions of this Agreement, kids.us Administrator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to kids.us Administrator in and to the EPP, APIs, any reference client software and any other intellectual

property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the kids.us domain only and for no other purpose.

- 2.3.2 Limited License. Subject to the terms and conditions of this Agreement, including without limitation Registrar's timely payment of all Fees, kids.us Administrator 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 EPP, APIs and any reference client software included in the Registrar Tool Kits, as well as any updates and redesigns thereof, for providing domain name Registrar Services in the kids.us only and for no other purpose.
- 2.4 Changes to kids.us System. kids.us Administrator may, in its discretion from time to time make modifications to the EPP, APIs, or other software or materials licensed hereunder that will modify, revise or augment the features of the kids.us System. kids.us Administrator will use commercially reasonable efforts to provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the EPP, APIs or software licensed hereunder. kids.us Administrator shall have no obligation under this Agreement to update, modify, maintain, or repair any EPP, APIs, or other software materials (or any updates or redesigns thereto) licensed under this Agreement to Registrar.
- 2.5 Engineering and Customer Service Support; Performance Specifications. kids.us Administrator shall provide Registrar with engineering and customer service support as set forth in Exhibit C.
- 2.6 Handling of Personal Data. kids.us Administrator shall use Personal Data for the purposes set forth in this Agreement. kids.us Administrator shall notify Registrar of any additional purposes for which Personal Data submitted to kids.us Administrator by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. kids.us Administrator shall take commercially reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction.

3 OBLIGATIONS OF REGISTRAR

- 3.1 Accredited Registrar. On or prior to the Effective Date of this Agreement, Registrar shall enter into an accreditation agreement with kids.us Administrator ("kids.us Accreditation Agreement"), the form of which is attached hereto as Exhibit D, and during the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by kids.us Administrator as a registrar for the kids.us.
- 3.2 Registrar Responsibility for Customer Support; Participation in Marketing Campaigns/Community Outreach Programs; Support for Active Registrations. As provided for in the Accreditation Agreement, Registrar shall provide (i) Registrar Services and support to accept and process orders for Registered Names from proposed Registrants and (ii) customer service (including domain name record support) and billing and technical support to Registrants with respect to Registered Names. In addition, Registrar will use commercially reasonable efforts to market, either directly or through authorized resellers, Registered Names to potential Registrants and to solicit such potential customers to register for Registered Names, and Registrar will reasonably cooperate with kids.us Administrator in marketing campaigns or community outreach programs that kids.us Administrator may commence from time to time. Registrar shall not be responsible for any support, technical, billing or otherwise, with respect to the process of obtaining, administering, managing, take down and/or removal of an Active

Registration to the extent that such support is unrelated to the performance of the Registrar Services.

- 3.3 Active Registrations; Removal and/or Take Down of Active Registrations. A Registrant shall obtain an Active Registration directly from the kids.us Administrator by following the instructions and completing the forms set forth at www.kids.us/accreditation.html. All Registrants seeking to obtain an Active Registration must also agree to abide by the Content Policy, attached hereto as Exhibit A, as well as other terms and conditions set forth by the kids.us Administrator, and pay an annual Content fee to be determined by the kids.us Administrator and approved by the DoC. In addition, the Registrant's Content must be approved by the Content Manager through the Content Management Service. In the event that a Registrant's Content is approved through the process above, but subsequently violates any provision of the Content Policy, such Active Registration and/or their Registered Name may be subject to cancellation, deletion, or removal pursuant to the take down policies and procedures set forth at www.kids.us. A Registrant shall be entitled to initiate an administrative proceeding in the event that the kids.us Administrator has taken action to remove Registrant's Active Registration from the zone file for violation of the Content Policy. Such dispute policy and its associated rules and regulations shall be available at www.kids.us/content_policy/challenge.html, and may be modified by the kids.us Administrator with approval by the DoC.
- 3.4 Sunrise Process. [INTENTIONALLY OMITTED].
- 3.5 Registrar's Registration Agreement. At all times during the Term of this Agreement while it is sponsoring the registration of any Registered Name within the kids.us System, Registrar shall have in effect an electronic or paper registration agreement with each Registrant (a "Registration Agreement"). Registrar shall, if so requested by kids.us Administrator from time to time, promptly furnish to kids.us Administrator a copy of each general form of Registration Agreement it uses with Registrants. Registrar shall include in each Registration Agreement those terms specifically required by this Agreement and the Accreditation Agreement and other terms that are consistent with Registrar's obligations to kids.us Administrator under this Agreement and the Accreditation Agreement and that will ensure ongoing compliance with both such agreements. Each Registration Agreement shall include each of the following:
 - 3.5.1 Requirement that Registrant comply with the Content Policy, attached as Exhibit A, including, but not limited to, the prohibitions on hyperlinks and two-way and multi-user interactive services.
 - 3.5.2 usTLD Dispute Resolution Policy and Rules
 - 3.5.3 The usTLD Nexus Requirements
 - 3.5.4 Nexus Dispute Policy and Rules
 - 3.5.5 Registration Review Policy (April 22, 2002)
- 3.6 **Indemnification Required of Registrants.** In its Registration Agreement with each Registrant, Registrar shall require such Registrant to indemnify, defend and hold harmless kids.us Administrator, and its directors, officers, employees, representatives, subcontractors, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name.

Each Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

- 3.7 **Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the kids.us, Registrar shall submit complete data (and update such data) as required by technical specifications of the kids.us System that are made available to Registrar from time to time and of the Accreditation Agreement. Registrar hereby grants kids.us Administrator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the zone files and as otherwise required in kids.us Administrator's operation of the kids.us.
- 3.8 **Security.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the kids.us System is secure. All data exchanged between Registrar's system and the kids.us System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the kids.us System granted hereunder from being used to (1) allow, enable, or otherwise support, the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of kids.us Administrator, as determined solely by the kids.us Administrator, any other registry operated under an agreement with kids.us Administrator, or any other registrar, except as reasonably necessary to register domain names or modify existing registrations in compliance with this Agreement. In addition, kids.us Administrator may from time to time require other reasonable security provisions to ensure that the kids.us System is secure, and Registrar will comply with all such provisions.
- 3.9 **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 EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the kids.us System or other emergency, kids.us Administrator may, in its sole discretion, temporarily suspend access to the kids.us System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including any affiliates of kids.us Administrator that serve as registrars.
- 3.10 **Time of Entry of Domain Name Registration.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the kids.us Database, the time shown in the kids.us System records shall control.
- 3.11 **Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registrant's existing domain name registration from another registrar by following the policy set forth in Exhibit F. When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with the requirements of Exhibit F.
- 3.11.1 Registrars shall not provide identical Registrar-generated <authinfo> codes for domain names registered by different registrants with the same Registrar. kids.us Administrator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>).
- 3.11.2 The Registrar shall be required to provide the Registrant with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registrant regarding access and/or modification within three (3) days. Failure of Registrar to timely respond to a

Registrant authorization code inquiry shall constitute an incurable material breach of this Agreement.

3.12 **Compliance with Terms and Conditions.** Registrar shall comply with, and shall include in each Registration Agreement (to the extent applicable) all of the following:

3.12.1 Any DoC standards, policies, procedures, and practices for which kids.us Administrator has monitoring responsibility in accordance with the kids.us Agreement or other arrangement with DoC and/or ICANN, including without limitation ICANN policies pertaining to open county code TLDs (unless otherwise provided in the kids.us Agreement); and

3.12.2 Operational standards, policies, procedures, and practices for the kids.us as set forth in the kids.us Agreement, and as established from time to time by kids.us Administrator in a non-arbitrary manner and applicable to all registrars generally, and consistent with DoC's standards, policies, procedures, and practices. Additional or revised kids.us Administrator operational standards, policies, procedures, and practices for the kids.us shall be effective upon thirty (30) days notice by kids.us Administrator to Registrar.

3.13 **Compliance with Law.** In addition to complying with DoC, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered, including the Dot Kids Efficiency and Implementation Act of 2002 (Pub. Law No. 107-317). Further, Registrar shall abide by applicable U.S. laws, governmental regulations, and policies that may be approved and/or mandated by the DoC.

3.14 **Other Restrictions.** Registrar shall not encourage, endorse or assist Registrant in activity that violates the Content Policy, attached at Exhibit A (i.e., hosting an e-mail service for a Registrant in the kids.us domain).

3.15 **Resellers.** Registrar may, at its discretion from time to time, designate one or more resellers that will be permitted to provide Registrar Services consistent with those permitted of Registrar under this Agreement. Registrar shall enter into a written agreement with each of its resellers (a "Reseller Agreement"), which will ensure compliance with this Agreement and the Accreditation Agreement and include sufficient terms and conditions to obligate each reseller to abide by all terms and conditions and all Registrar obligations set forth in this Agreement and the Accreditation Agreement. Registrar shall be primarily liable for all acts or omissions of its resellers, and kids.us Administrator's obligations under this Agreement and the Accreditation Agreement shall not be increased due to Registrar's appointment of resellers. Promptly following the end of each calendar year during the Term of this Agreement (but in no event later than January 30), Registrar shall provide to kids.us Administrator a complete written list of all of its current resellers. Further, in its Reseller Agreement with each reseller, Registrar shall require such reseller to indemnify, defend and hold harmless kids.us Administrator, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to any activities of such reseller. Each such Reseller Agreement shall further require that this indemnification obligation survive the termination or expiration of that agreement.

4 FEES

4.1 **Amount of kids.us Administrator Fees.** Registrar agrees to pay kids.us Administrator the fees set forth in Exhibit G for initial and renewal registrations of Registered Names and other services provided by kids.us Administrator to Registrar (collectively, "Fees").

kids.us Administrator reserves the right to revise the Fees prospectively upon thirty (30) days notice to Registrar, provided that such adjustments are consistent with the kids.us Agreement.

- 4.2 **Payment of kids.us Administrator Fees.** In advance of incurring Fees, Registrar shall establish a deposit account, or other credit facility accepted by kids.us Administrator, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by kids.us Administrator to Registrar. Payment shall be made via debit or draw down of the deposit account, or other credit facility. kids.us Administrator shall provide monthly invoices to the Registrar.
- 4.3 **Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or available through the credit facility with kids.us Administrator or otherwise fails to pay Fees when due, kids.us Administrator may do any or all of the following: (a) stop accepting new initial or renewal registrations from Registrar; (b) delete the domain names associated with any negative balance incurred from the kids.us Database; and (c) pursue any other remedy permitted under this Agreement or at law or in equity.

5 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 **Use of Confidential Information.** During the Term of this Agreement, a Disclosing Party may be required (or elect) to disclose Confidential Information to the Receiving Party. Each party's use and disclosure of the Confidential Information shall be subject to the following terms and conditions:
- 5.1.1 The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information, including implementing reasonable physical security measures and operating procedures.
- 5.1.2 The Receiving Party agrees that it will use any Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever.
- 5.1.3 The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or other organization, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
- 5.1.4 The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information.
- 5.1.5 The Receiving Party agrees not to prepare, or claim any rights to, any derivative works based on the Confidential Information.
- 5.1.6 Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (a) is disclosed to a third party 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 (as shown by documentary records to that effect); or (d) is independently developed by the Receiving Party without use of, or reference to, the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure; (f) Receiving Party receives in good faith from a third party who is not, directly or indirectly, under an obligation of confidentiality to Disclosing Party with respect to same; or (g) is provided to the United States Department of Commerce upon written request.

- 5.1.7 In the event the Receiving Party is required by law, regulation or court order to disclose any Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.
- 5.1.8 The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the expiration or termination of this Agreement, or earlier upon written agreement of the parties.

5.2 Intellectual Property.

- 5.2.1 All rights of the Registry and Registrar to Intellectual Property under this Agreement remain subject to Clause 8 of the Terms and Conditions – Simplified Acquisitions of the usTLD Agreement ("Clause 8"). In the event of any conflict between such Clause 8 and this Agreement, Clause 8 shall control. Each party will continue to independently own its intellectual property, including all patents, patent applications, copyrights, trademarks, trade names, service marks, know-how, trade secrets, proprietary processes, and software (not to include databases required to be submitted to the kids.us Administrator under this Agreement or the Accreditation Agreement). Nothing in this agreement shall confer any ownership right whatsoever to one party in the intellectual property of the other party. In addition, kids.us Administrator, or its suppliers and/or licensees, as the case may be, shall own all right, title and interest in and to the EPP, API's, Registrar Tool Kits, and any software incorporated into the kids.us System, or any component of any of the foregoing, as well as all intellectual property appurtenant thereto.
- 5.2.2 Subject only to the limited licenses set forth in Subsections 2.3.2, 3.5, and 5.1.2 above, and Clause 8, no commercial use rights or any licenses of any kind under or to any patent, patent application, copyright, trademark, trade name, service mark, know-how, trade secret, proprietary process, or software (not to include databases required to be submitted to the kids.us Administrator under this Agreement or the Accreditation Agreement) are granted by one party to the other party by this Agreement, or by virtue of any disclosure of any Confidential Information to a Receiving Party under this Agreement.

6 INDEMNITIES AND LIMITATION OF LIABILITY

- 6.1 **Indemnification.** Registrar, at its own expense and within thirty (30) days after presentation of a demand by kids.us Administrator under this Section, will indemnify, defend and hold harmless kids.us Administrator and its directors, officers, employees,

representatives, agents, affiliates, and stockholders (along with kids.us Administrator, each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, or relating in any way to: (i) any product or service of Registrar; (ii) any agreement, including Registrar's dispute policies, with any Registrant or reseller; or (iii) 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, or any other business conducted by Registrar; provided, however, that in any such case: (a) kids.us Administrator or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar's written request, kids.us Administrator or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses kids.us Administrator and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by kids.us Administrator and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

- 6.2 Subject to the foregoing, Registrar shall not be liable for, nor required to indemnify an Indemnified Person against any Claim brought against the Indemnified Person based on, or arising from, or related solely to (i) the process of obtaining an Active Registration from the kids.us Administrator, to the extent that it does not arise out of the process of obtaining a Registered Name; (ii) the Content Management Service; or (iii) the take down or removal of an Active Registration by kids.us Administrator, provided that such take down or removal was not caused by the action or inaction of the Registrar.
- 6.3 **Treatment as an Interactive Computer Service Provider under Dot Kids Act.** Both Parties acknowledge that the Dot Kids Act provides that to the extent they perform the functions set forth in the Dot Kids Act, they shall be deemed Interactive Computer Service providers for the purposes of section 230(c) of the Communications Act of 1934 (47 U.S.C 230 (c)).
- 6.4 **Limitation of Liability.** EXCEPT WITH RESPECT TO REGISTRAR'S INDEMNIFICATION OBLIGATIONS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATIONS OF, OR CAUSES OF ACTION RELATING TO OR ARISING FROM, THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.5 **Performance Credits.** In the event kids.us Administrator fails to meet the performance specifications set forth in Exhibit I of this Agreement, kids.us Administrator shall provide a credit to Registrar in an amount equal to its proportionate share of applicable performance credits set forth in Exhibit J of this Agreement. Such performance credits shall only be credited towards those Registrars that are not otherwise given credits under the usTLD Administrator-Registrar Agreement for the .us top-level domain, and shall constitute the sole and exclusive remedy available to Registrar with regard to kids.us Administrator's failure to meet the performance specifications.

7 DISPUTE RESOLUTION

- 7.1 **Dispute Resolution; Governing Law.** Any and all disputes of any nature arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the American Arbitration Association (“AAA”). The arbitration shall be conducted in the English language and shall occur in the District of Columbia, Washington, D.C., USA. There shall be three (3) arbitrators: each party shall choose one arbitrator, who together will select a third; if the two arbitrators are not able to agree on a third arbitrator within fifteen (15) calendar days of the designation of the second arbitrator, the AAA shall choose the third. 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 (90) calendar days of the selection of the third arbitrator. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court in the Eastern District of the Commonwealth of Virginia, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or any court of competent jurisdiction located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Virginia).

8 TERM AND TERMINATION

- 8.1 **Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last expiration of the kids.us Agreement. In the event that revisions to kids.us Administrator’s approved form of kids.us Administrator-Registrar Agreement (such as this one) are approved or adopted by DoC from time to time, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within thirty (30) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to kids.us Administrator. In the event that kids.us Administrator does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period, Registrar shall be deemed to have accepted the provisions of such revised kids.us Administrator-Registrar Agreement, and as such, shall be bound by all the terms and conditions of such revised kids.us Administrator-Registrar Agreement. kids.us Administrator will use commercially reasonable efforts to post such revised form of kids.us Administrator-Registrar Agreement on its US website at least thirty (30) days prior to its effective date.
- 8.2 **Termination.** This Agreement may be terminated as follows:
- 8.2.1 **Termination For Cause.** In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (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.

- 8.2.2 Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving kids.us Administrator thirty (30) days written notice of termination.
- 8.2.3 Termination Upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate in the event Registrar's accreditation by kids.us Administrator is terminated or expires without renewal.
- 8.2.4 Termination in the Event of Termination of kids.us Agreement. This Agreement shall immediately terminate in the event the kids.us Agreement is terminated or expires without entry of a subsequent kids.us Agreement with DoC and this Agreement is not assigned under Subsection 9.1.1 below.
- 8.2.5 Termination in the Event of Insolvency or Bankruptcy. Kids.us Administrator may terminate this Agreement if the Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar's property or assets or the liquidation, dissolution or winding up of Registrar's business.
- 8.3 **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:
- 8.3.1 kids.us Administrator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that all Registrar's payments to kids.us Administrator for Fees are current and timely.
- 8.3.2 Registrar shall immediately transfer its sponsorship of Registered Names to another registrar in compliance with any procedures established or approved by kids.us Administrator.
- 8.3.3 All Confidential Information in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.
- 8.3.4 All Fees and any other amounts owing to kids.us Administrator shall become immediately due and payable.
- 8.4 **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 5.1, 5.2, 6.1, 6.2, 6.3, 6.4, 7.1, 8.3.3, 8.3.4, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, 9.11 and 9.13 and (ii) the indemnification obligations of (a) Registrants under Subsection 3.6 and (b) resellers under Subsection 3.12. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9 MISCELLANEOUS

- 9.1 Assignments.
- 9.1.1 Assignment to Successor kids.us Administrator. In the event the kids.us Agreement is terminated (and such termination is deemed final under the usTLD purchase order) or expires without entry by kids.us Administrator and DoC of a subsequent usTLD purchase order, kids.us Administrator's rights under this kids.us Agreement may be assigned to an entity with a subsequent usTLD

purchase order covering the kids.us domain upon DoC's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent kids.us Administrator assumes all or substantially all of the duties of kids.us Administrator under this Agreement.

9.1.2 Assignment in Connection with Assignment of kids.us Agreement with DoC. In the event that the kids.us Agreement for the kids.us domain is validly assigned, kids.us Administrator's rights under this Agreement shall be automatically assigned to the assignee of the kids.us Agreement, provided that the assignee assumes all or substantially all of the duties of kids.us Administrator under this Agreement.

9.1.3 Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that kids.us Administrator shall have the right to assign all its rights and delegate all its duties under this Agreement to an affiliated organization without such consent.

9.2 **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against receipt of confirmation of delivery) or by telecopier (against receipt of answerback confirming delivery) during business hours to the address or telecopier number, or e-mail address set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from kids.us Administrator to Registrar at such time as kids.us Administrator posts any notice, update, modification or other information on its U.S. website, so long as such notice, update, modification or other information is intended for all registrars generally (e.g., DoC-mandated revisions to the form kids.us Administrator-Registrar Agreement).

If to Registrar:

with copy to:

If to kids.us Administrator:

NeuStar, Inc.
46000 Center Oak Plaza
Building Ten
Sterling, VA 20166
Attn: Sr. Director, Law & Advanced Services
phone: (571) 434-5400
fax: (571) 434-5735

with a copy to:

NeuStar, Inc.
46000 Center Oak Plaza
Building Ten
Sterling, VA 20166
Attn: General Counsel
phone: (571) 434-5400
fax: (571) 434-5735

9.3 Representations and Warranties.

- 9.3.1 Registrar. Registrar represents and warrants that: (1) it is an organization (e.g., corporation, partnership, limited liability company, government agency) duly formed, validly existing and in good standing under the laws of the _____, (2) it has all requisite 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 kids.us Administrator, (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 all its obligations under this Agreement.
- 9.3.2 kids.us Administrator. kids.us Administrator 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 kids.us Administrator, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by kids.us Administrator in order for it to enter into and perform all its obligations under this Agreement.
- 9.3.3 Disclaimer of Warranties. THE EPP, APIs, REGISTRAR TOOLKIT, KIDS.US SYSTEM, CONTENT MANAGEMENT SERVICE AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. KIDS.US OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. KIDS.US OPERATOR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRAR TOOLKIT, KIDS.US SYSTEM, CONTENT MANAGEMENT SERVICE OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs, REGISTRAR

TOOLKITS, THE KIDS.US SYSTEM, CONTENT MANAGEMENT SERVICE OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIS, REGISTRAR TOOLKIT, KIDS.US SYSTEM, CONTENT MANAGEMENT SERVICE OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, KIDS.US OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIS, REGISTRAR TOOLKITS, KIDS.US SYSTEM, CONTENT MANAGEMENT SERVICE OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIS, REGISTRAR TOOLKIT, THE KIDS.US SYSTEM, CONTENT MANAGEMENT SERVICE OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE. In the event of any conflict in this Agreement between this Subsection 9.3.3 and any other provision, this Subsection 9.3.3 will govern and control.

- 9.4 **Insurance.** During the Term of this Agreement (including any renewal terms), Registrar shall have in place US\$500,000 in comprehensive legal liability insurance from a reputable insurance provider with an A.M. Best rating of "A" or better, or an equivalent form of legal liability coverage. Such insurance or coverage shall be used to indemnify and hold harmless kids.us Administrator and its employees, directors, officers, representatives, agents, affiliates, and stockholders from all costs and damages (including without limitation reasonable attorneys' fees) which it may suffer by reason of Registrar's failure to indemnify kids.us Administrator as provided above; provided, however, that Registrar's indemnity obligations under this Agreement shall **not** deemed to be limited by the amount of such insurance. Registrar shall provide a copy of the insurance policy to kids.us Administrator upon kids.us Administrator's request and shall name kids.us Administrator and the other Indemnified Persons as additional insured parties under that policy.
- 9.5 **Third-Party Beneficiaries.** The parties expressly agree that DoC is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any Registrant or reseller. Registrar acknowledges that nothing in this Agreement shall confer upon Registrar or any person or entity the status of an intended third-party beneficiary of the kids.us Agreement.
- 9.6 **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.
- 9.7 **Force Majeure.** Except for the non-payment of Fees, neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such

interference, provided that such party uses commercially reasonable efforts to avoid or remove such causes of nonperformance as soon as possible.

- 9.8 **Amendments.** Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by authorized signatories of both parties.
- 9.9 **Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 9.10 **Attorneys' Fees.** Except as otherwise may be provided in Subsection 7.1 above, 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 a party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- 9.11 **Construction; Severability.** 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. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefore such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.
- 9.12 **Further Assurances.** Each party hereto shall execute and/or cause to be delivered to the other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 9.13 **Entire Agreement.** This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. In the event of any conflict between the terms of this kids.us Administrator-Registrar Agreement and the Accreditation Agreement, the kids.us Administrator-Registrar Agreement shall govern and control.
- 9.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NeuStar, Inc.

[Name of Registrar]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

KIDS.US CONTENT POLICY

See this Appendix F, Agreement #3

Exhibit B

Registrar Tool Kit

kids.us Administrator-Registrar Software Development Kit includes, but is not limited to the following:

- Reference client implementations:
 - Java
 - C++
- Interface definition: XML Schema
- kids.us Administrator Operational Profile (our extensions)
- Authentication and Encryption guidelines
- EPP "feature freeze" drafts
- EPP test plan and coverage matrix
- Java and C++ API documentation

Exhibit C
Engineering and Customer Service Support

During the Term of this Agreement, kids.us Administrator will provide reasonable telephone and electronic customer support to Registrar, not Registrants or prospective customers of Registrar, for non-technical issues solely relating to the kids.us System and its operation. kids.us Administrator will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and any reference client software included in the Registrar Tool Kit. While e-mail and FAQs are the primary method of help, kids.us Administrator will provide support on a 7-day/24-hour basis. kids.us Administrator will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

The kids.us Administrator provides a clear, concise and efficient deliberation of customer support responsibilities. Registrars provide support to registrants (i.e., Registrants) and registries (like kids.us Administrator) provide support for registrars. This structure allows the kids.us Administrator to focus its support on the highly technical and administratively complex issues that arise between the kids.us Administrator and the Registrar and to focus on the system operations supporting the kids.us.

Technical Help Systems

kids.us Administrator will provide its registrars with the following types of technical support:

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

Web Portal

kids.us Administrator will implement a secure Web-based multimedia portal to help support registrar operations. To obtain access to these Web-based services, a registrar must register with the kids.us Administrator, and must have implemented our security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. The home page of the web portal will include a notice to registrars of planned outages for database maintenance or installation of software upgrades. kids.us Administrator will use commercially reasonable effort to post this notification at least thirty (30) days prior to the event in addition to active notification including phone calls and email. kids.us Administrator will also record outage notifications in the help desk database to facilitate compliance with the performance specifications. Finally, seven (7) days and again two (2) days prior to the scheduled event, kids.us Administrator will use both an email and a Web-based notification to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from kids.us Administrator's public website, which will describe the TLD service offerings and list of registrars, including Registrar, providing domain-name services.

Central Help Desk

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

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

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

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

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

Escalation Policy

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

Level	Description	Escalation Policy	Notification
I	Catastrophic outage affecting overall registry operations	Data-center manager escalates to kids.us Administrator management and Disaster-Recovery Team if not resolved in 15 minutes	Web portal and e-mail notifications to all Registrars within 15 minutes; updates every 30 minutes
II	Systems outage affecting one or two registrar sessions but not the entire system	Systems engineer escalates to data-center manager if not resolved in one hour	Web-portal notification to all registrars; hourly updates
III	Technical questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved in two hours	Hourly updates to registrar via e-mail
IV	Basic questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved within four hours	Hourly updates to registrar via e-mail

Staffing

Initially, kids.us Administrator will staff its Help Desk with a complement of customer service specialists. kids.us Administrator will add staff as necessary to respond to incoming requests within the performance specification guidelines. Customer-service specialists will obtain assistance from kids.us Administrator's technical staff for any problems that cannot be resolved in one (1) phone call.

Test and Evaluation Facility

kids.us Administrator will establish an operational test-and-evaluation facility that will be available for Registrars to test their client EPP system. kids.us Administrator’s technical-support team, which consists of functional experts in the processes and technologies for domain-name registration, will support the registrars' testing.

Once each new registrar is satisfied that its system is compatible with the kids.us System, it will schedule a formal acceptance test that will be monitored by kids.us Administrator's system engineer. After a registrar has passed the acceptance test, kids.us Administrator will issue its user id, passwords, and digital certificates, and the registrar can then begin operations.

Customer Satisfaction Survey

To determine the satisfaction of registrars with kids.us Services, kids.us Administrator will implement a Web-based customer-satisfaction survey that will consist of a set of survey questions with responses ranging from one to five on the Likert Scale. kids.us Administrator will tabulate the results and plans to publish them on the website periodically.

To further verify the quality of kids.us Administrator's customer services, kids.us Administrator anticipates commissioning a bi-annual customer-satisfaction survey by an independent third party.

Exhibit D

usTLD REGISTRAR ACCREDITATION AGREEMENT

See Appendix E, Agreement #.1

Exhibit E

[INTENTIONALLY OMITTED]

Exhibit F

Policy on Transfer of Sponsorship of Registrations Between Registrars

A. Holder-Authorized Transfers

1. Registrar Requirements

The Registration Agreement between each registrar and its Registrant must allow for Registrants to transfer their domain name registrations between Registrars provided that the Gaining Registrar's transfer process meets the minimum standards of this policy. Inter-Registrar domain name transfer processes must be clear and concise in order to avoid confusion. Further, Registrars should inform Registrants of, and provide access to, the published documentation of the specific transfer process employed by the Registrars.

Both the Administrative Contact and the Registrant, as listed in the Kids.us Administrator's publicly accessible WHOIS service are the only parties that have the authority to approve or deny a transfer request to the Gaining Registrar. In the event of a dispute, the Registrant's authority supersedes that of the Administrative Contact. For the purposes of this Exhibit, the Registrant and the Administrative Contact are collectively referred to as the "Registered Name Holder."

2. Gaining Registrar Requirements

For each instance where a Registered Name Holder requests to transfer a domain name registration to a different Registrar, the Gaining Registrar shall:

2.1 Obtain express authorization from Registered Name Holder including the standard form of authorization and the Registered Name Holder's unique "AuthInfo" code.

2.1.1 The authorization must be made via a valid Standardized Form of Authorization (FOA).

- a) There are two different FOA's available on the Kids.us Administrator's website. The FOA labeled "Initial Authorization for Registrar Transfer" must be used by the Gaining Registrar to request an authorization for a registrar transfer from the Registered Name Holder. The FOA labeled "Confirmation of Registrar Transfer Request" may be used by the Registrar of Record to request confirmation of the transfer from the Registered Name Holder. The FOA shall be communicated in English, and any dispute arising out of a transfer request shall be conducted in the English language.

- b) In the event that the Gaining Registrar relies on a physical process to obtain this authorization, a paper copy of the FOA will suffice insofar as it has been signed by the Registered Name Holder.
- c) If the Gaining Registrar relies on a physical authorization process, then the Gaining Registrar assumes the burden of obtaining reliable evidence of the identity of the Registered Name Holder and maintaining appropriate records proving that such evidence was obtained. Further the Gaining Registrar also assumes the burden for ensuring that the entity making the request is indeed authorized to do so. The acceptable forms of physical identity are:
- Notarized statement
 - Valid Drivers license
 - Passport
 - Articles of Incorporation
 - Military ID
 - State/Government issued ID
 - Birth Certificate
- d) In the event that the Gaining Registrar relies on an electronic process to obtain this authorization the acceptable forms of identity would include:
- Electronic signature in conformance with United States legislation, in the location of the Gaining Registrar (if such legislation exists).
 - Consent from an individual or entity that has an email address matching the Registered Name Holder email address.
- e) The Registrar of Record may not deny a transfer request solely because it believes that the Gaining Registrar has not received the confirmation set forth above.
- f) A transfer must not be allowed to proceed if no confirmation is received by the Gaining Registrar. The presumption in all cases will be that the Gaining Registrar has received and authenticated the transfer request made by a Registered Name Holder.

2.1.2 Collection of unique “AuthInfo” code from Registered Name Holder.

- a) Registrars must provide all Registered Name Holders with their unique “AuthInfo” code within five (5) calendar days of the Registered Name Holder’s initial request if the Registrar does not provide facilities for the Registered Name Holder to generate and

manage their own unique “AuthInfo” code.

- b) In addition, Registrars may not employ any mechanism for complying with a Registered Name Holder’s request to obtain the applicable “AuthInfo” code that is more restrictive than the mechanisms used for changing any aspect of the Registered Name Holder’s contact or name server information.
- c) The Registrar must not refuse to release an “AuthInfo” code to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.
- d) Registrar-generated “AuthInfo” codes must be unique on a per-domain basis. The “AuthInfo” codes must be used solely to identify a Registered Name Holder.

2.2 Request, by the transmission of a "transfer" command as specified in the Registrar Tool Kit, that the Kids.us Administrator database be changed to reflect the new Registrar.

- 2.2.1 Transmission of a "transfer" command constitutes a representation on the part of the Gaining Registrar that the requisite authorization has been obtained from the Registered Name Holder listed in the authoritative Whois database.
- 2.2.2 The Gaining Registrar is responsible for validating the Registered Name Holder requests to transfer domain names between Registrars. However, this does not preclude the Registrar of Record from exercising its option to independently confirm the Registered Name Holder's intent to transfer its domain name to the Gaining Registrar in accordance with Section 3 of this policy.

3. Obligations of the Registrar of Record (also referred to as the “Losing Registrar”)

- 3.1 A Registrar of Record can choose independently to confirm the intent of the Registered Name Holder when a notice of a pending transfer is received from the Registry. The Registrar of Record must do so in a manner consistent with the standards set forth in this agreement pertaining to Gaining Registrars. In order to ensure that the form of the request employed by the Registrar of Record is substantially administrative and informative in nature and clearly provided to the Registered Name Holder for the purpose of verifying the intent of the Registered Name Holder, the Registrar of Record must use the FOA.
- 3.2 The FOA shall be communicated in English, and any dispute arising out of a transfer request, shall be conducted in the English language. This requirement does not preclude the Registrar of Record from marketing to its existing customers through separate communications.

- 3.3. The FOA should be sent by the Registrar of Record to the Registered Name Holder as soon as operationally possible, but must be sent not later than twenty-four (24) hours after receiving the transfer request from the Kids.us Administrator.
- 3.4 Failure by the Registrar of Record to respond within five (5) calendar days to a notification from the Registry regarding a transfer request will result in a default "**approval**" of the transfer.
- 3.5 In the event that a Registered Name Holder listed in the Whois has not confirmed its request to transfer with the Registrar of Record and the Registrar of Record has not explicitly denied the transfer request, the default action will be that the Registrar of Record must allow the transfer to proceed.
- 3.6 Upon denying a transfer request for any of the following reasons, the Registrar of Record must provide the Registered Name Holder and the potential Gaining Registrar with the reason for denial. The Registrar of Record **may deny** a transfer request **only** in the following specific instances:
1. Evidence of fraud
 2. UDRP action
 3. Court order by a court of competent jurisdiction
 4. Reasonable dispute over the identity of the Registrant or Administrative Contact
 5. No payment for previous registration period (including credit card charge-backs) if the domain name is past its expiration date or for previous or current registration periods if the domain name has not yet expired. In all such cases, however, the domain name must be put into "Registrar Hold" status by the Registrar of Record prior to the denial of transfer.
 6. Express written objection to the transfer from the Registered Name Holder. (e.g. - email, fax, paper document or other processes by which the Registered Name Holder has expressly and voluntarily objected through opt-in means)
 7. A domain name was already in "lock status" provided that the Registrar provides a readily accessible and reasonable means for the Registered Name Holder to remove the lock status.
 8. A domain name is in the first 60 days of an initial registration period.
 9. A domain name is within 60 days (or a lesser period to be determined) after being transferred (apart from being transferred back to the original Registrar in cases where both Registrars so agree and/or where a decision in the dispute resolution process so directs).
- 3.7 Instances when the requested change of Registrar **may not be denied** include, but are not limited to:
- Nonpayment for a pending or future registration period

- No response from the Registrant or Administrative Contact.
- Domain name in Registrar Lock Status, unless the Registered Name Holder is provided with the reasonable opportunity and ability to unlock the domain name prior to the Transfer Request.
- Domain name registration period time constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer.
- General payment defaults between Registrar and business partners / affiliates in cases where the Registered Name Holder for the domain in question has paid for the registration.
- A dispute over payment. The Registrar of Records must not employ transfer processes as a mechanism to secure payment for services from a Registered Name Holder. Exceptions to this requirement are as follows: (i) In the case of non-payment for previous registration period(s) if the transfer is requested after the expiration date, or (ii) In the case of non-payment of the current registration period, if transfer is requested before the expiration date.

4. Registrar Coordination

- 4.1 Each Registrar is responsible for keeping copies of documentation, including the FOA and the Registered Name Holders response thereto, that may be required for filing and supporting a dispute under the dispute resolution policy. Gaining Registrars must maintain copies of the FOA as received from the Registered Name Holder as per the standard document retention policies of the contracts. Copies of the reliable evidence of identity must be kept with the FOA.
- 4.2 The Gaining Registrar must retain, and produce pursuant to a request by a Losing Registrar, a written or electronic copy of the FOA. In instances where the Registrar of Record has requested copies of the FOA, the Gaining Registrar must fulfill the Registrar of Records request (including providing the attendant supporting documentation) within five (5) calendar days. Failure to provide this documentation within the time period specified is grounds for reversal by the Kids.us Administrator in the event that a transfer complaint is filed in accordance with the requirements of this policy.
- 4.3 If either a Registrar of Record or a Gaining Registrar does not believe that a transfer request was handled in accordance with the provisions of this policy, then the Registrar may initiate a complaint with the Kids.us Administrator of this Policy.
- 4.4 For purposes of facilitating transfer requests, Registrars should provide and maintain a unique and private email address for use only by other Registrars and the Registry:

- 4.4.1 This email address is for issue related to transfer requests and the procedures set forth in this policy only.
- 4.4.2 The email address should be managed to ensure messages are received by someone who can respond to the transfer issue.
- 4.4.3 Messages received at such email address must be responded to within a commercial reasonable timeframe not to exceed seven (7) calendar days.

5. Registry Requirements

- 5.1 Upon receipt of the "transfer" command from the Gaining Registrar, Kids.us Administrator will transmit an electronic notification to both Registrars.
- 5.2 The Kids.us Administrator shall complete the requested transfer unless, within five (5) calendar days, Kids.us Administrator receives a NACK protocol command from the Registrar of Record.
- 5.3. The Kids.us Administrator shall undo a transfer if, after a transfer has occurred, the Kids.us Administrator receives one of the notices as set forth below. In such case, the transfer will be reversed and the domain name reset to its original state. The Kids.us Administrator must undo the transfer within five (5) calendar days of receipt of the notice except in the case of a Registry dispute decision, in which case the Kids.us Administrator must undo the transfer within fourteen (14) calendar days unless a court action is filed. The notice required shall be one of the following:
 - 5.3.1 Agreement of the Registrar of Record and the Gaining Registrar sent by email, letter or fax that the transfer was made by mistake or was otherwise not in accordance with the procedures set forth in this policy;
 - 5.3.2 The final determination of a dispute resolution body having jurisdiction over the transfer; or
 - 5.3.3 Order of a court having jurisdiction over the transfer.

6. Records of Registration

Each Registrar shall require its customer, the Registered Name Holder, to maintain its own records appropriate to document and prove the initial domain name registration date.

7. Effect on Term of Registration

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

B. Kids.us Administrator Approved Transfers.

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

- (a) The acquiring registrar must be accredited by Kids.us Administrator for the usTLD under an Accreditation Agreement and must have in effect a Kids.us Administrator-Registrar Agreement with Kids.us Administrator for the usTLD.
- (b) Kids.us Administrator shall determine, in its sole discretion, that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a registrar.

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

Exhibit G

REGISTRATION FEES

- Sunrise Registration [Intentionally Omitted]
- Initial Registration Fee after Sunrise. Registrar agrees to pay the non-refundable fee of \$6 per Registered Name per year of registration.
- Renewal Fees. Registrar agrees to pay the non-refundable fee of \$6 per Registered Name per year for renewals.
- Fees for Transfers of Sponsorship of Domain-Name Registrations

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

NOTE: kids.us Administrator reserves the right to revise the Fees prospectively upon thirty (30) days notice to Registrar, provided that such adjustments are consistent with the kids.us Agreement.

Exhibit H

PERFORMANCE SPECIFICATIONS

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

- "Whois" refers to the kids.us Administrator's Whois service. The kids.us Administrator will provide contact information related to registered domain names and nameserver through a Whois service. Any person with access to the Internet can query the kids.us Administrator's Whois service directly (via the kids.us Administrator website) or through a registrar.
- **Performance Specifications.** kids.us Administrator shall use commercially reasonable efforts to provide kids.us Services for the kids.us.
 - **Service Availability.** Service Availability is defined as the time, in minutes, that the kids.us System's Core Services are responding to its users. Service is unavailable when a service listed in the Matrix is unavailable to all users, that is, when no user can initiate a session with or receive a response from the kids.us System ("Unavailability"). Service Availability is a C1 priority level.

- Service Availability is measured as follows:

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

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

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

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

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

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

- Service Availability–SRS = 99.9% per calendar month. Service Availability as it applies to the SRS refers to the ability of the SRS to respond to registrars that access and use the SRS through the EPP protocol. SRS Unavailability will be logged with the kids.us Administrator as Unplanned Outage Minutes. The committed Service Availability for SRS is 99.9% and the Service Level Measurement Period is monthly.
 - Service Availability–Nameserver = 99.999% per calendar year. Service Availability as it applies to the Nameserver refers to the ability of the

Nameserver to resolve a DNS query from an Internet user. Nameserver Unavailability will be logged with the kids.us Administrator as Unplanned Outage Minutes. The committed Service Availability for Nameserver is 99.999% and the Service Level Measurement Period is annually.

- Service Availability–Whois = 99.95% per calendar month. Service Availability as it applies to Whois refers to the ability of all users to access and use the kids.us Administrator's Whois service. Whois Unavailability will be logged with the kids.us Administrator as Unplanned Outage Minutes. The committed Service Availability for Whois is 99.95% and the Service Level Measurement Period is monthly.
- **Planned Outage.** High volume data centers like that used in the kids.us System require downtime for regular maintenance. Allowing for regular maintenance ("Planned Outage") ensures a high level of service for the kids.us System. Planned Outage Performance Specifications are a C4 priority level.
 - Planned Outage Duration. The Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the kids.us Administrator is allowed to take the kids.us Services out of service for regular maintenance. Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. This Performance Specification, where applicable, has a monthly Service Level Measurement Period. The Planned Outage Duration for the Core Services is as follows:
 - Planned Outage Duration–SRS = 8 hours (480 minutes) per month;
 - Planned Outage Duration–Nameserver = (no planned outages allowed); and
 - Planned Outage Duration–Whois = 8 hours (480 minutes) per month.
 - Planned Outage Timeframe. The Planned Outage Timeframe defines the hours and days in which the Planned Outage can occur. The Planned Outage Timeframe for the Core Services is as follows:
 - Planned Outage Timeframe–SRS = 1201-0800 UTC Sunday;
 - Planned Outage Timeframe–Nameserver = (no planned outages allowed); and
 - Planned Outage Timeframe–Whois = 0600-1400 UTC Sunday.
 - Planned Outage Notification. The kids.us Administrator will notify all of its registrars of any Planned Outage. The Planned Outage Notification

Performance Specification defines the number of days prior to a Planned Outage that the kids.us Administrator will notify its registrars. The Planned Outage Notification for the Core Services is as follows:

- Planned Outage Timeframe–SRS = 3 days;
 - Planned Outage Timeframe–Nameserver =(no planned outages allowed); and
 - Planned Outage Timeframe–Whois = 3 days.
- **Extended Planned Outage.** In some cases such as software upgrades and platform replacements an extended maintenance timeframe is required. Extended Planned Outages will be less frequent than regular Planned Outages but their duration will be longer. Extended Planned Outage Performance Specifications are a C4 priority level.
- Extended Planned Outage Duration. The Extended Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the kids.us Administrator is allowed to take the kids.us Services out of service for extended maintenance. Extended Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. Extended Planned Outage periods are in addition to any Planned Outages during any Service Level Measurement Period. This Performance Specification, where applicable, has a Service Level Measurement Period based on a calendar quarter. The Extended Planned Outage Duration for the Core Services is as follows:
 - Extended Planned Outage Duration–SRS = 18 hours (1080 minutes) per calendar quarter;
 - Extended Planned Outage Duration–Nameserver =(no planned outages allowed); and
 - Extended Planned Outage Duration–Whois = 18 hours (1080 minutes) per calendar quarter.
 - Extended Planned Outage Timeframe. The Extended Planned Outage Timeframe defines the hours and days in which the Extended Planned Outage can occur. The Extended Planned Outage Timeframe for the Core Services is as follows:
 - Extended Planned Outage Timeframe–SRS = 1201-0800 UTC Saturday or Sunday;
 - Extended Planned Outage Timeframe–Nameserver =(no planned outages allowed); and

- Extended Planned Outage Timeframe–Whois = 1201-0800 UTC Saturday or Sunday.
- Extended Planned Outage Notification. The kids.us Administrator will notify all of its registrars of any Extended Planned Outage. The Extended Planned Outage Notification Performance Specification defines the number of days prior to an Extended Planned Outage that the kids.us Administrator will notify its registrars. The Extended Planned Outage Notification for the Core Services is as follows:
 - Extended Planned Outage Timeframe–SRS = 4 weeks;
 - Extended Planned Outage Timeframe–Nameserver =(no planned outages allowed); and
 - Extended Planned Outage Timeframe–Whois = 4 weeks.
- **Processing Time.** Processing Time is an important measurement of transaction-based services like those provided by the kids.us System. The first three Performance Specifications, Service Availability, Planned Outages and Extended Planned Outages, measure the amount of time that the service is available to its users. Processing Time measures the quality of that service.

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

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

- Processing Time–Add, Modify, Delete = 3 seconds for 95%
 - Processing Time–Add, Modify, and Delete is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for add, modify, and delete transactions associated with domain names, nameserver, contacts, and registrar profile information.
 - The Performance Specification is 3 seconds for 95% of the transactions processed. That is, 95% of the transactions will take 3 seconds or less from the time the kids.us system receives the request to the time it provides a response.
- Processing Time–Query Domain = 1.5 seconds for 95%

- Processing Time–Query Domain is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for an availability query of a specific domain name.
- The performance specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the kids.us system receives the query to the time it provides a response as to the domain name's availability.
- Processing Time–Whois Query = 1.5 seconds for 95%
 - Processing Time–Whois Query is only applicable to the Whois. It measures the processing time for a Whois Query.
 - The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the Whois receives a query to the time it responds.
- Processing Time–Nameserver Resolution = 1.5 seconds for 95%
 - Processing Time–Nameserver Resolution is only applicable to the Nameserver. It measures the processing time for a DNS query.
 - The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time Nameserver receives the DNS query to the time it provides a response.
- **Update Frequency.** There are two important elements of the kids.us System that are updated frequently and are used by the general public: Nameserver and Whois. Registrars generate these updates through the SRS. The SRS then updates the Nameserver and the Whois. These will be done on a batch basis. Update Frequency Performance Specifications are a C3 priority level.

The committed Performance Specification with regard to Update Frequency for both the Nameserver and the Whois is 15 minutes for 95% of the transactions. That is, 95% of the updates to the Nameserver and Whois will be effectuated within 15 minutes. This is measured from the time that the registry confirms the update to the registrar to the time the update appears in the Nameserver and Whois. Update Frequency Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis.

- Update Frequency–Nameserver = 15 minutes for 95%.
- Update Frequency–Whois = 15 minutes for 95%.

	Performance Specification Description	SRS	Nameserver	Whois
1	Service Availability	99.9% per calendar month	99.999% per calendar year	99.95% per calendar month
2	Processing Time–Add, Modify, Delete	3 sec for 95%	NA	NA
3	Processing Time–Query Domain	1.5 sec for 95%	NA	NA
4	Processing Time–Whois	NA	NA	1.5 sec for 95%
5	Processing Time–Nameserver Resolution	NA	1.5 sec for 95%	NA
6	Update Frequency	NA	15 min for 95%	15 min for 95%
7	Planned Outage–Duration	8 hrs per calendar month	not allowed	8 hrs per calendar month
8	Planned Outage–Timeframe	1201 – 0800 EST Sun	not allowed	1201 – 0800 EST Sun
9	Planned Outage–Notification	3 days	not allowed	3 days
10	Extended Planned Outage–Duration	18 hrs per calendar quarter	not allowed	18 hrs per calendar quarter
11	Extended Planned Outage–Timeframe	1201 – 0800 ETC Sat or Sun	not allowed	1201 – 0800 ETC Sat or Sun
12	Extended Planned Outage–Notification	28 days	not allowed	28 days

Exhibit I

SERVICE LEVEL AGREEMENT

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

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

CREDIT LOOKUP MATRIX

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

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

The following tables identify total Registrar Community credits due for SLEs in the four credit classes C1 - C4. Notwithstanding the credit levels contained in these tables, the total credits owed by kids.us Administrator under this Agreement shall not exceed \$30,000 USD monthly and \$360,000 USD annually. The credits contained in Tables C1a-C4 represent the total credits that may be assessed in a given SLR category in one Service Level Measurement Period.

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

Table C1a

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

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

Table C1b

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

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

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

Table C2

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

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

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

Table C3

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

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

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

Table C4a

SLE	Any
Monthly Credit to Registrar Community	\$ 500

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

Table C4b

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

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

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

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

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

4. Obligations.

4.1 Except in the case of cross-network nameserver performance (which is not a subject of this Service Level Agreement), kids.us Administrator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

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

4.3 kids.us Administrator's obligations under this SLA are waived during the first 120 days after the date that the expanded space of the kids.us goes "live." ("Commencement of Service Date").

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

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

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

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

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

5. Miscellaneous.

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

AGREEMENT # 3



KIDS.US CONTENT POLICY: GUIDELINES AND RESTRICTIONS

NeuStar, Inc.

A word from NeuStar

On December 4, 2002, President George W. Bush signed into law the Dot Kids Implementation and Efficiency Act of 2002. This Act requires that NeuStar, “as the administrator of the .US country code top-level domain (ccTLD), establish a kids.us domain to serve as a haven for material that promotes positive experiences for children and families using the Internet, provides a safe online environment for children, and helps to prevent children from being exposed to harmful material on the Internet.” This legislation was the culmination of years of effort by several members of the United States Congress. In anticipation of this legislation, NeuStar began a public outreach campaign to seek input and advice from members of the children’s content community, child advocacy groups, parents, educators, law enforcement organizations, and other interested individuals to create an initial draft of Guidelines and Requirements, which were published on the Internet in August 2002. The comments we received were instrumental in finalizing this document.

The policies identified in this document will set forth the guidelines for the administration and management of content in the kids.us domain.

We would like to thank every individual and organization that contributed to this document, and for helping make kids.us a reality.

INTRODUCTION

Background

More than 140 million Americans, half of our nation, are now online. 90 percent of the children in America between the ages of 5 and 17 now use computers and 65 percent of 10-13 year olds use the Internet today. Usage among even the youngest members of our society is significant, with more than 84 percent of 5-9 year olds using computers at home, school, or both.¹ Our nation's youngest citizens are increasingly gaining access to the Internet. How children use the Internet and what they are exposed to while online are topics that have long been examined, discussed, applauded, and criticized. These examples of widespread use of the Internet by children in all aspects of their lives demonstrate the demand for a domain designed for children.

Interested parties and individuals ranging from parents and educators to communities and members of Congress have all expressed great excitement at the potential benefits of a distinct place on the Internet for our nation's children. To accomplish the goal of establishing a place for children on the Internet, the Dot Kids Implementation and Efficiency Act of 2002, Public Law No. 107-317 (herein referred to as the "kids.us Act"), was introduced in the U.S. House of Representatives in the 107th Congress, and with nearly unanimous support was approved by both the House and the U.S. Senate. Enactment of the kids.us Act demonstrates the strong commitment by our nation's leaders to create a rewarding online experience for our nation's youth.

The role of NeuStar in the design and implementation of the kids.us domain

The kids.us Act "assign[s] to the [National Telecommunications and Information Administration] responsibility for providing for the establishment, and overseeing operation, of a second-level Internet domain within the United States country code domain."² In October 2001, The United States Department of Commerce ("DOC"), National Institute of Standards and Technology ("NIST") selected NeuStar to manage and administer the .us domain name space, the official ccTLD for the United States (Purchase Order No. SB 1335-02-W-0175) (the "Government Contract"). As part of this contract with the DOC, NeuStar agreed to reserve a select set of second level domain names to be used to serve the public. Among the reserved names was "kids", which was put aside in order to enable an entity to manage a kids.us domain name space for the benefit of children. In accordance with the kids.us Act, NeuStar will act as the Registry operator for all third-level registrations under the kids.us domain and have overall responsibility for managing the name space to ensure appropriateness of content.

In light of the fact that NeuStar will have the primary responsibility for ensuring that content within the kids.us domain is appropriate for children under the age of 13, NeuStar has created the role of the kids.us "Content Manager" to oversee this enormous responsibility. The Content Manager may either be NeuStar itself or may be an entity, or several entities, approved by both NeuStar and the NTIA to perform these functions. The Content Manager will be responsible for reviewing and approving content that is appropriate for the kids.us domain pursuant to these kids.us Content Guidelines and Requirements along with any other rules, restrictions or regulations determined by NeuStar and the NTIA.

To fulfill a requirement under the kids.us Act, NeuStar has drafted this policy for content guidelines and requirements based on input from a variety of diverse sources. We attempted to identify the

¹ See *A Nation Online: How Americans Are Expanding Their Use of the Internet*, February 2002, U.S. Department of Commerce, Economics and Statistics Administration, National Telecommunications and Information Administration.

² Public Law 107-317, Section 3, subsection 3(c).

major publicly and legally accepted children's content standards for purposes of application to the kids.us domain. This document reflects the excellent work developed through government and privately-funded research, testimony delivered at Congressional Hearings, articles, books, and some preliminary conversations with members of the children's media communities. Because of the public resource value of the kids.us domain, we have taken great effort to reflect a wide sampling of the information publicly available. Additionally, an initial draft of this document³ was issued for public comment in August of 2002. NeuStar would like to thank the individuals and organizations that responded to our request for comments by contributing comments on the design of the domain, suggested content, and restrictions for content.

Core objectives of kids.us – a domain for children

The objective of the kids.us domain is to facilitate the establishment of a friendly and enjoyable environment for children using the Internet.

The kids.us Act states that the kids.us domain is intended to serve "any person under 13 years of age". This benchmark for the kids.us domain is not surprising as it is consistent with other existing legal frameworks in a variety of media, including, for example, the Children's Online Protection Act.

Specifically, the kids.us domain is designed to restrict access to content that is "harmful to minors", which has been defined by the kids.us Act as:

- "The average person, applying contemporary community standards, would find, taking the material as a whole and with respect to minors, that it is designed to appeal to, or is designed to pander to, the prurient interest;
- The material depicts, describes, or represents, in a manner patently offensive with respect to minors, an actual or simulated sexual act or sexual contact, an actual or simulated normal or perverted sexual act, or a lewd exhibition of the genitals or post-pubescent female breast; and
- Taken as a whole, the material lacks serious, literary, artistic, political, or scientific value for minors."⁴

Further, the kids.us Act also states that the domain should have content that is "suitable for minors", or content that:

- "Is not psychologically or intellectually inappropriate for minors; and
- Serves (1) the educational, informational, intellectual, or cognitive needs of minors; or (2) the social, emotional, or entertainment needs of minors."⁵

It is important to understand that the kids.us domain is not intended to be a cure-all solution to the many problems and dangers associated with children's use of the Internet. As the National Academies of Sciences ("NAS") concluded in the recently released report "Youth, Pornography, and the Internet," there is no single approach that will, on its own, protect children from online dangers.⁶ Rather, the kids.us domain is being designed as an alternative on the Internet that children, parents, educators, and children's content providers may elect to use. A domain for

³ Proposal For Guidelines and Requirements for the kids.us Second Level Domain, August 2002

⁴ Pub. Law 107-317, Section 157, subsection J (1) a-c.

⁵ Pub. Law 107-317, Section 157, subsection J (5) a-c.

⁶ *Youth, Pornography, and the Internet*, Dick Thornburgh and Herbert S. Lin, Editors, Committee to Study Tools and Strategies for Protecting Kids from Pornography and Their Applicability to Other Inappropriate Internet Content, Computer Science and Telecommunication Board, National Research Council (May 2002) (the NAS Report).

children alone cannot address the larger problems associated with children's Internet use. Given the technical and legal limitations that plague any Internet domain, a space dedicated to children can be targeted by bad actors or subject to technical problems. These facts demonstrate that there can be no truly safe place or "haven" for children. To the contrary, a place for children can be effective only if it is accompanied by the many components identified by the NAS in their report, including parental involvement, adult supervision, social and educational support, and publicly available, user-friendly, and cost-effective technology-based tools.

KIDS.US GUIDELINES AND RESTRICTIONS

Content guidelines for the kids.us domain

The following are the specific content guidelines for determining which content is “suitable for minors” that resolves within a kids.us-approved domain name. Each of these standards are currently used or accepted in a variety of public communications and media forums. Aggregating existing standards and integrating them into the kids.us domain provides a means of defining what is acceptable content in a domain for children, and also acts as a notice to kids.us registrants of some existing standards and laws that are applicable to children online.

In addition, these content guidelines and restrictions are applicable to all domains within the kids.us domain, whether at the third, fourth or higher level, which is defined herein as any web page that is associated with a domain name ending in kids.us – all pages “behind” the primary URL and all pages associated with domains “to the left” of kids.us. Thus, although domain names with four or more levels (e.g., registry.neustar.kids.us) are permitted and can be managed at the discretion of the registrant, those pages are considered part of the kids.us domain and are therefore subject to all guidelines, restrictions and policies of the kids.us space.

Compliance with existing laws, regulations, and relevant voluntary standards

In addition to the guidelines and requirements contained herein, all content that resides within a kids.us-approved domain must be in compliance with existing laws, widely adopted children’s online protection policies, advertising policies, privacy requirements and other policies, restrictions and guidelines approved by NeuStar and the NTIA. These include, but are not limited to, the several key legal, regulatory, and voluntary standards listed below that impact multimedia children’s content today.

Compliance with existing rules and regulations regarding indecency on the airwaves

In light of the public significance of both the usTLD and the kids.us second level domain, the registry operator already reviews, for possible deletion, all registered .us domain names that contain, within the characters of the domain name registration, any of the seven words identified in *Federal Communications Commission v. Pacifica Foundation*.⁷ An expanded version of this policy will be extended to the kids.us registrations.

A commitment to offer some educational and informational content

Pursuant to the Children’s Television Act⁸ and the FCC’s rules implementing this statute,⁹ broadcasters have a public interest obligation to air a specific number of hours of programming that offers some educational and informational content targeted to children under 13. These rules are consistent with the spirit of the “suitable for minors” clause in the kids.us Act and thus, all registrants within the kids.us domain are encouraged to have some component of educational and informational content for children on their respective domains.

Compliance with the children’s online privacy protection act (COPPA) requirements¹⁰

⁷ 438 U.S. 726, 98 S. Ct. 3026, 57 L.Ed.2d 1073 (1978).

⁸ Cite Children’s Television Act (CTA).

⁹ Cite FCC Docket implementing the CTA.

¹⁰ Cite COPPA.

The Children's Online Privacy Protection Act (COPPA) requires the Federal Trade Commission (FTC) to issue and enforce rules concerning children's online privacy.¹¹ In doing so, the FTC stated its primary goal as placing parents in control over the information that may be collected from their children online. Specifically, the COPPA rules apply to three groups of website operators: operators of commercial websites or online services directed to children under 13 that collect personal information from children; operators of general audience sites that collect personal information from children under 13; and operators of general audience sites that have a separate children's area and that collect personal information from children.

These three groups of operators are required to perform certain tasks. First, these operators must post a privacy policy, provide notice to parents about the site's information collection practices, and in many instances, obtain parental consent prior to collecting personal information from children. In addition, the operators must provide parents access to their child's information and the opportunity to delete information, they may not condition a child's participation in an activity on the disclosure of more information than is reasonably necessary, and they must maintain the confidentiality, security and integrity of the personal information collected from children.

As stated above, the kids.us domain must be in strict compliance with existing laws, including of course, the requirements of the COPPA, however, neither NeuStar, the DOC nor any Content Manager will be responsible for enforcing these requirements.

Compliance with children's advertising review unit (CARU) advertising standards

One example of widely adopted policies relating to advertising includes the efforts of the Children's Advertising Review Unit (CARU) of the Better Business Bureau. The CARU reviews and evaluates advertising in all media directed to children under 12. This includes print, broadcast and cable television, radio, video, CD-ROM, 900/976 teleprograms, and interactive electronic media. CARU reviews advertising to determine consistency with its guidelines. If advertising is found to be misleading, inaccurate, or inconsistent with the guidelines, CARU works to achieve voluntary cooperation from the relevant parties to ensure compliance. All kids.us registrants are encouraged to be in compliance with the CARU Guidelines.¹²

¹¹ Cite FTC's rules implementing COPPA.

¹² For greater detail on the CARU Guidelines and CARU, please refer to www.caru.org.

Restrictions within the kids.us domain

In addition to the proposed general standards identified above, below is a core list of content restrictions to be followed within the kids.us domain.

The following information or content is not permitted within the kids.us domain:

Mature content— actual and/or simulated normal or perverted sexual acts or sexual contact; sexually explicit information that is not of medical or scientific nature which includes

- Discussion or descriptions of sexual techniques or exercises;
- Sexual paraphernalia;
- Explicit discussions of sex and sexuality; and
- Lewd clothing sales.

Pornography— content that is sexually explicit and/or has a purpose of arousing a sexual or prurient interest which includes

- Lewd exhibitions of genitals or post-pubescent female breasts;
- Pornographic fiction or erotica;
- Sex-related phone and video information;
- Adult services (e.g., escort services, exotic dancers);
- Personals or dating services;
- Fetish information or clothing; and
- Sex toys.

Inappropriate language— use of profane, indecent, pornographic or sexually-related language, including the seven words identified in *Federal Communications Commission v. Pacifica Foundation*, 438 U.S. 726, 98 S. Ct. 3026, 57 L.Ed.2d 1073 (1978) in the domain name or content of any kids.us website

Violence— content which advocates or provides instructions for causing physical harm to people, animals or property which includes

- Information or instructions for injuring or killing people or animals;
- Explosives and bombs - manufacturing, obtaining materials, transport and detonation;
- Graphic images of blood and gore with no medical or scientific purpose;
- Destructive mischief, pranks or practical jokes; and
- Dangerous chemistry, physics and engineering.

Hate speech— content with hostility or aggression toward an individual or group on the basis of race, religion, gender, nationality, ethnic origin, or other involuntary characteristics OR denigrates others on the basis of these characteristics or justifies inequality on the basis of those characteristics. This includes

- Racism;
- Religious-based hate speech, such as anti-Semitism;
- Misogyny;

- Race-based separatism; and
- Ageism.

Drugs—content that advocates the illegal use of drugs, or abuse of over-the-counter or prescription medications. This includes

- Direct or indirect sale of illegal substances;
- Narcotic paraphernalia;
- Manufacture of illegal substances (organic or chemical);
- Abuse of over-the-counter or prescription drugs or medical treatments;
- Direct or indirect distribution of illegal substances; and
- Use of illegal substances.

Alcohol—content that advocates or contemplates alcohol consumption which includes

- Offers for sale;
- Supplies recipes for creating, encouraging or guidance on consumption;
- Paraphernalia to make or consume; and
- Drinking games or other recreational displays.

Tobacco—content that features smoking or use of other tobacco products, which includes

- Retailers or other means of acquiring;
- Tobacco products and paraphernalia;
- Instructions for using tobacco products; and
- Glamorization of tobacco use.

Gambling—content that advocates legal or illegal gambling, which includes

- Online Casinos, lotteries, gaming or online betting sites;
- Information or tips for placing bets or handicapping; and
- Fundraisers that use gambling.

Weapons—content that sells or advocates the use of weapons, which includes

- Direct sale or information on the procurement of firearms, ammunition, any firearm accessories, sport knives, and martial arts weapons; and
- Information on use or modification of firearms, ammunition, any firearm accessories, sport knives, and martial arts weapons.

Criminal activities—content that advocates or provides information or instruction for engaging criminal activity, which includes

- Theft;
- Bodily harm;
- Property damage; and

- Computer-related crimes.

Notwithstanding the list contained above, all content will be reviewed by the Content Manager(s) on the whole prior to being approved for display on a kids.us domain. If such content is deemed by the Content Manager(s) and/or NeuStar as having serious educational, informational, intellectual, literary, artistic, political, or scientific value for minors we believe that exceptions can be made to allow this content to appear in the kids.us domain.

Technology restrictions

Because there is no foolproof method for protecting children online at this time, the kids.us Act specifies limitations put on specific technologies commonly used on the Internet today. These technologies are prohibited from use in any kids.us domains:

- Two-way and multi-user interactive services, which includes: e-mail, chat, instant messaging, Usenet, Message Boards of like user forum, and peer-to-peer connections, place “unless the registrant certifies to the registrar that such service will be offered in compliance with content standards established ... and is designed to reduce the risk of exploitation of minors using such two-way and multi-user interactive services”; and
- Hyperlinks that take a user outside of the kids.us domain.

ENFORCEMENT PROCESSES AND PROCEDURES

Pursuant to the kids.us Act, the registry operator has responsibility for creating “a process for removing from the new domain any content that is not in accordance with the [content] standards and requirements of the registry.” This enforcement power, though severe, is not absolute and finite, as the registry is also required to create “a process to provide registrants to the new domain with an opportunity for a prompt, expeditious, and impartial dispute resolution process regarding any material of the registrant excluded from the new domain.”¹³ The purpose of providing this enforcement power to the registry operator is to strengthen a core objective of the kids.us Act, which is both to create an online arena that is free from material that is harmful to minors and to ensure that the kids.us domain remains safe from such harmful material.

At the time of initial content review, all potential websites must completely abide by the kids.us Content Guidelines and Restrictions before any content may reside within the kids.us domain. Once content is available, the Registry can be made aware of any true or alleged content infractions from the Content Manager or through feedback received directly from the Internet community¹⁴. On an on-going basis, the Registry will follow a defined process for removing appropriate content from the kids.us domain. This process is designed to balance the needs of maintaining a stable domain space as well as ensuring a timely and expeditious means for registrants to resolve any true or alleged content infractions.

In order to aid the registry operator in its enforcement, these content restrictions have been assigned a “severity level” that will guide the registry in addressing content violations. Because the registry does not have direct access to the content within a website, actions by the registry are limited to removing a domain name from the authoritative database, thereby blocking the site in its entirety¹⁵. Although complete removal of a domain name may appear to be an extreme course of action in some instances, the objective of protecting children is paramount and must be the guiding factor in the enforcement process.

¹³ Public Law 107-317 Section 157, Subsection C, (5-6).

¹⁴ This information will be made available on the official kids.us website.

¹⁵ It is important to note a technological distinction between the Registry making a domain name unavailable and a user’s ability to access that domain in the future. In the event a domain name has been cached locally or by an ISP, that name will reside in their system until that time they update their individual databases with a current copy of the Registry Operator’s zone file. Thus, though the Registry can remove a name from the zone file, that name could still be accessed if it has been cached with the ISP. Additionally, if the IP address for the domain name has been made available, that can be entered into the URL line of the browser in lieu of an alphanumeric domain name thereby making a website accessible without using DNS.

Content Restrictions are broken into three categories:

Level 1	Level 2	Level 3
Mature content	Hate speech	Hyperlinks to acceptable content
Pornography	Drugs	
Inappropriate language	Weapons	
Violence	Hyperlinks to Level 2 or Level 3 content	
Hyperlinks to Level 1 content	Gambling	
Interactive or multi-user communication	Alcohol	
	Tobacco	

When the Registry is actually notified of an alleged violation, each site will be reviewed within a reasonable time period and categorized pursuant to the table above. If the Content Manager and/or the registry operator determines that a violation has occurred, the following actions will be taken for each of the categories:

Level 1 – Registry will immediately remove the domain name from the Zone file, contact the Registrar and Registrant and provide them notification of removal. The registrant will be required to repeat the content review process before the name can be re-established in the zone.

Level 2 – Registry will notify the Registrar and Registrant of the infraction and provide 4 hours for the error to be modified. The registrant will be subject to an additional review.

Level 3 – Registry will notify the Registrar or Registrant of the infraction and provide 12 hours for the error to be modified.

Registrants found in violation of the content standards desiring to be reinstated within the kids.us domain will be subject to a new review and re-activation fee each time a domain name is removed from the zone file and then re-entered. This fee is designed to recover the operational expense associated with manual removal and insertion into the Registry zone file, the additional content reviews, and other administrative expenses.

Registrants found repeatedly violating the content policy may be subject to permanent loss of their domain name, at the sole discretion of the registry.

AGREEMENT # 4

CONTENT MANAGEMENT SERVICE TERMS AND CONDITIONS

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN NEUSTAR, INC. ("NEUSTAR") AND YOU, THE HOLDER OF A DOMAIN NAME REGISTERED IN THE KIDS.US DOMAIN NAME SPACE ("REGISTRANT") SEEKING AN ACTIVE KIDS.US REGISTRATION WHICH IS ELIGIBLE TO HAVE LIVE CONTENT. THESE TERMS AND CONDITIONS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS REGARDING USE OF NEUSTAR'S CONTENT MANAGEMENT SERVICE (THE "SERVICE").

BY SELECTING "I AGREE," BY USING THE SERVICE OR BY SIGNIFYING ITS ACCEPTANCE IN ANY OTHER WAY, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU MUST DISCONTINUE ANY FURTHER USE.

1. The Service. On December 4, 2002, President George W. Bush signed into law the "Dot Kids Implementation and Efficiency Act of 2002," Public Law No. 107-317 ("Dot Kids Act") requiring the United States Department of Commerce ("DoC") to establish a second level domain within the .us domain to provide access to material that is suitable for and not harmful to minors. NeuStar, Inc., has been appointed to be the administrator of the kids.us domain name space by the DoC, pursuant to Modification No. 7 to the usTLD Agreement between kids.us Administrator and the DoC (Order No. SB 1335-02-W-0175) dated February 13, 2003, to operate a shared registrations system, domain nameservers, and other equipment for the kids.us second-level domain. NeuStar provides these services to owners of registered domain names in the kids.us space ("Registered Names") seeking to activate their domain names ("Active Registration") to enable third parties to be able to view content (as defined below) through a website associated with the Registered Name ("Kids.us Site"). You may review frequently asked questions regarding the Service by reviewing NeuStar's FAQs (<http://www.kids.us/faqs.html>).

2. Registration, Password and Security. To use the Service and obtain an Active Registration, You may be asked to first create an account and obtain a login name. In addition, You will be asked for Your password. Your initial password will be Your Auth-Info Code that You received from Your Registrar when You were awarded the Registered Name. If You do not have Your Auth-Info Code, please contact Your Registrar to obtain this information. You must provide NeuStar with accurate, complete and current registration information and must update this information promptly if it changes. If any information You provide is inaccurate, incomplete or not current, NeuStar may suspend or terminate Your account and access to the Service. You may change such information at any time by logging into Your account, which can be found at **[LINK]**

You represent and warrant that You are at least eighteen (18) years of age or older and are either an Registrant or an agent ("Agent") duly authorized to represent an Registrant(s) in connection with the Service and participating in the Service on behalf of an Registrant(s). Agent will indemnify and hold harmless NeuStar for any claims brought by Registrant or third parties relating to the use of the Service.

You are solely responsible for maintaining the confidentiality of Your login name and password. You must immediately notify NeuStar of any unauthorized use of Your login name and You are responsible for any unauthorized activities, charges and/or liabilities made on or through Your login name until NeuStar receives such notification. You may not transfer or lend login names to any other third party.

3. License to Use Data / Privacy. By submitting data to participate in this Service, You hereby grant NeuStar a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in Your Active Registration application ("Application") solely for the purposes of implementing the Service, processing Your Application, notifying You of changes to the Service, for archival purposes and for the

dissemination of other information relating to the Service. NeuStar is committed to maintain the privacy of Your information. NeuStar will not use the information You provide other than to provide the Service, notify You of changes to the Service, notify You of additional NeuStar kids.us content-related products and services, and for archival purposes. Please take an opportunity to review our PRIVACY POLICY, WHICH CAN BE FOUND AT <http://www.kids.us/privacy.html>.

4. The Application / Content Review.

4.1 Registered Name. In order to submit an Application for an Active Registration through the Service, You must first have obtained a Registered Name through a kids.us accredited registrar ("Registrar"). A list of Registrars is provided at <http://www.kids.us/buy.html>. You may not obtain a Registered Name from NeuStar and/or any of its affiliates. A Registered Name merely provides You with a license to the Kids.us domain name. It does not give You the right to have a Kids.us Site. A Kids.us Site is only allowed once You have obtained an Active Registration and Your content has been reviewed and approved by a Content Manager in accordance with Section 4.3 below.

4.2 Application for an Active Registration. An Active Registration may only be obtained by completing NeuStar's Application form for each Registered Name that You would like to have an Active Registration and paying the requisite fees set forth in Section 6 below. For each Application, You must submit complete contact information, representative contact information and notification details. You may specify in the representative field that an Agent may receive correspondence regarding the Application / Active Registration. You may submit up to five (5) fourth-level domain names within the Registered Name that may also host Content, in addition to the Registered Name itself. Once You have submitted an Application, NeuStar will send a confirmation email. You must retain the confirmation e-mail for each Application You submit.

4.3 Initial Kids.us Site. Prior to having a live Kids.us Site, all "Content" associated with an Active Registration shall be reviewed by NeuStar or one or more Content Managers appointed by NeuStar to ensure that Your Content is in compliance with the restrictions described more fully in Section 4.3.1. For the purpose of this Agreement "Content" shall mean the output of a web server in response to Hyper-Text Transport Protocol request. Content includes, but is not limited to, URLs, text, graphics, scripts, information, data, and all other material capable of existing on the Internet.

4.3.1 Content Policy.

4.3.1.1 All Content must be suitable for persons under 13 years of age ("Minors") and not harmful to Minors. For the purposes of this Agreement, the term:

- (a) 'harmful to Minors' means, with respect to material, that:
 - (i) the average person, applying contemporary community standards, would find, taking the material as a whole and with respect to minors, that it is designed to appeal to, or is designed to pander to, the prurient interest;
 - (ii) the material depicts, describes, or represents, in a manner patently offensive with respect to minors, an actual or simulated sexual act or sexual contact, an actual or simulated normal or perverted sexual act, or a lewd exhibition of the genitals or post-pubescent female breast; and

- (iii) taken as a whole, the material lacks serious, literary, artistic, political, or scientific value for minors.
- (b) Suitable for Minors. The term 'suit able for minors' means, with respect to material, that it:
 - (i) is not psychologically or intellectually inappropriate for minors; and
 - (ii) serves:
 1. the educational, informational, intellectual, or cognitive needs of minors; or
 2. the social, emotional, or entertainment needs of minors."

Dot Kids Act, Section 157 (j).

4.3.1.2 More specifically, all Content in the Kids.us domain must comply with the rules set forth by NeuStar Content Policy. The Content Policy, attached at Appendix A, may be revised at any time by the NeuStar.

4.3.2 Content Review. All Content shall be submitted to one or more entities appointed by NeuStar to ensure that the Content is in accordance with the Content Policy prior to having a live Kids.us Site. If the content is found by the Content Manager(s) to be in compliance with the Content Policy, You will receive a notice of approval from NeuStar (or directly from the applicable Content Manager) to have a Kids.us Site. In the event that Your Content is deemed by the Content Manager(s) and/or NeuStar to be in violation of the Content Policy, You will be notified as such and You will not be allowed to obtain a Kids.us Site until such time that Your Content is approved. You shall be entitled to initiate an administrative proceeding in the event that Your Content is not approved. The administrative proceeding, the Kids.us Content Dispute Policy and Rules can be found at http://www.kids.us/content_policy/challenge.html. Such dispute policy and rules may be modified by NeuStar with approval of the DoC. POSSESSING AN ACTIVE REGISTRATION IN NO WAY GUARANTEES YOU THE RIGHT TO HAVE A KIDS.US SITE. ALL KIDS.US SITES MUST BE APPROVED IN THE MANNER SET FORTH ABOVE. ALL ACTIVE REGISTRATION FEES ARE NONREFUNDABLE, REGARDLESS OF WHETHER OR NOT YOU QUALIFY TO HAVE A KIDS.US SITE. IN ADDITION, INITIAL APPROVAL OF A KIDS.US SITE IN NO WAY GUARANTEES THAT THE KIDS.US SITE IS AND WILL REMAIN IN COMPLIANCE WITH THE CONTENT POLICY AND, AS SUCH, MAY BE SUBJECT TO FUTURE CANCELLATION, DELETION AND/OR REMOVAL IN THE EVENT THAT YOUR KIDS.US SITE IS DETERMINED TO BE IN VIOLATION OF THE CONTENT POLICY.

4.4 Ongoing Content Review. All Kids.us Sites will be reviewed on an ongoing basis by NeuStar or one or more Content Managers. In the event that Your Content is initially approved through the process above, but subsequently violates any provision of the Content Policy, such Kids.us Site, Active Registration and/or their Registered Name may be subject to cancellation, deletion, or removal pursuant to the take down policies and procedures set forth at http://www.kids.us/content_policy/takedown.html ("Take Down Procedures"). You shall be entitled to initiate a Kids.us Content Dispute Policy proceeding in the event that NeuStar and/or a Content Manager has taken action to remove Your Kids.us Site, or Your Active Registration from the zone file for violation of the Content Policy. Such dispute policy and rules, and may be modified by NeuStar with approval by the DoC.

4.5 Reactivation of a Kids.us Site. In the event that Your Kids.us Site is cancelled, deleted or removed for violation of the Content Policy, You may Reactivate the Kids.us Site by submitting Your Content to NeuStar or the Content Manager(s), whichever applicable, through the process set forth in Section 4.3 above for the fees set forth in Section 6 below.

4.6 NeuStar Reservation. NeuStar reserves the right to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its sole discretion; (1) to protect the integrity and stability of the kids.us domain; (2) to comply with the Content Policy or any applicable laws, government rules, policies or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of kids.us, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of any agreement between NeuStar and any third party related to the kids.us domain; (5) to correct mistakes made by NeuStar, Content Manager or any registrar in connection with a domain name registration in the Kids.us domain.

5 Fourth-level names. You may use fourth-level sub-domains of your Registered Name provided that any Content within such fourth-level sub-domain does not violate the Content Policy. All Content made available at a fourth-level will be considered a violation of the Content Policy unless the fourth-level name is directly or indirectly accessible (via a link) from the website hosted at the Registered Name or the particular fourth-level sub-domain is one of those made available to NeuStar through the process set forth in Section 4.2.

6 Restrictions of Use. In addition to other restrictions contained herein, use of an Active Registration is subject to the following restrictions. Failure to comply with any of these restrictions may result in a Content Violation.

6.1 Prohibitions in the kids.us space.

6.1.1 Interactive Services. Your Content may not contain any two-way or multi-user interactive services, as defined further in the Content Policy, absent express approval by NeuStar.

6.1.2 Hyperlinks. Under no circumstances may Your Kids.us Site contain any hyperlinks that take kids.us users outside the kids.us second-level domain.

6.2 Content Accessibility. All of the Content on Your Kids.us shall be accessible from one or all of your Root Names. You shall not provide, develop, or use any method which develops Content that in any way negatively impacts the ability of NeuStar or any of its subcontractors to access Content.

6.3 Other names. You may not use names that are at the fifth or greater levels sub-domains within Your Registered Name. For example, if the Registered Name is "sample.kids.us", the name "sample.sample.sample.kids.us" will not allowed. If You are found to possess fifth level or higher sub-domains, NeuStar may suspend or delete Your Active Registration.

6.4 Other services. You may not use your Registered Name to provide non-web-based services of any kind. These include, but are not limited to File Transfer Protocol (FTP), telnet, Secure File Copy (SCP), Secure Shell (SSH), Internet

Relay Chat (IRC), Simple Object Access Protocol (SOAP), Remote Procedure Call (RPC), email, and gopher.

7 Kids.us Site Accessibility. As part of the Content Review process, NeuStar or any of its subcontractors may from time to time conduct systematic, comprehensive scans of Your Kids.us Site. You may not restrict, inhibit, obstruct, or delay this process in any way at any time. The failure of NeuStar or its subcontractors to access Your Kids.us Site during Content Review may result in your Kids.us Site being taken down.

8 Conduct. You may access and use the Service for lawful purposes only and You are solely responsible for the knowledge and adherence to the then-current Content Policy, any and all laws, statutes, rules and regulations pertaining to Your use of the Service. You agree that You will not (i) use an Active Registration or Kids.us Site in violation of the Content Policy (ii) use the Active Registration or Kids.us Site to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, Federal or international law or regulation; (iii) upload or otherwise transmit any content that You do not have a right to transmit under any law or contractual or fiduciary duty; (iv) interfere or infringe with any trademark or proprietary rights of any other party; (v) interfere with the ability of other users to access or use the Service; (v) claim a relationship with or to speak for any individual, business, association, institution or other organization for which You are not authorized to claim such a relationship; (vii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or (viii) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the Service.

9 Fees. As consideration for the Service, You agree to pay NeuStar an annual fee of \$250 in advance for each Active Registration. Applications submitted through the Service shall be by credit card through NeuStar's online payment system. Such fee shall be due immediately and is non-refundable. NeuStar may take all remedies to collect fees owed. In the event Your Kids.us Site is taken down for failing to comply with the Content Policy, You may reactivate Your Kids.us Site for an additional non-refundable reactivation fee of \$400 ("Reactivation Fee"). The Re-activation Fee shall be due and payable upon any such reactivation. In the event that You dispute any fee, or take any action to initiate a credit card chargeback for any of the fees described above, such action may result in Your Kids.us Site and or Active Registration being suspended until such time as the dispute is resolved, at which time, depending on the outcome of the dispute, the Active Registration and/or Kids.us Site may be reinstated or cancelled, whichever applicable.

10 Agents. You agree that, if Your agent (e.g., an attorney, employee, etc.) submits an Application on Your behalf, You are nonetheless bound as a principal by all terms and conditions herein. Your continued use of an Active Registration and/or the Services shall ratify any unauthorized actions of Your agent. By acting on Your behalf, Your agent certifies that he or she is authorized to submit and Application and/or use the Service on Your behalf, that he or she is authorized to bind You to these Terms and Conditions and that he or she has apprised You of these Terms and Conditions of this Agreement. In addition, You are responsible for any errors made by Your agent. We will not refund fees paid by You or Your agent on Your behalf for any reason, including, but not limited to, in the event that Your agent fails to comply with these Terms and Conditions, Your agent incorrectly provides information in the Application process or if Your agent changes or otherwise modifies Your Application incorrectly.

11 Registrar / Internet Service Providers. By using the Service, an Active Registration and/or a Kids.us Site, You acknowledge that NeuStar has no control over the use of the underlying Registered Name, Internet Hosting, or Internet Service Provider's service, and therefore disclaims all such liability arising out of, or related to those specific services with respect to the Registered Name. In addition, You acknowledge that in the event any third party, including but not limited to, Your Registrar or reseller, places Your Registered Name on Hold, deletes and/or cancels Your Registered Name, You are not entitled to a refund from NeuStar. .

12 Copyright. You acknowledge that the Service, any underlying technology used in connection with the Service, and all software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, and other data (collectively, the "Intellectual Property") available within the Service are provided by NeuStar or third-party providers and are the copyrighted works of NeuStar and/or such third parties. Except as expressly authorized by NeuStar or such third parties in these Terms and Conditions or as may be posted on the Service, You may not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of the Intellectual Property or the Service, in whole or in part. You may not store any significant portion of any Intellectual Property or the Service owned by, or licensed to NeuStar in any form, whether archival files, computer-readable files, or any other medium. You also may not "mirror" any Intellectual Property or the Service on any other server.

13 Links. Some links on NeuStar's website lead to sites posted by independent site owners. Because NeuStar has no control over these sites, NeuStar is not responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, NeuStar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between NeuStar and the linked sites.

14 Trademark Notice. NeuStar[®], NeuStar logos, taglines, and the unique trade dress of the Service are the trademarks, service marks, trade dress and logos of NeuStar, Inc.. All other trademarks, service marks, trade dress, and logos used on the Service are the trademarks, service marks, trade dress, and logos of their respective owners.

15 Designated Agent. The Digital Millennium Copyright Act, signed into law on October 28, 1998, amended the copyright law to provide limitations for service provider liability relating to material online. In compliance with such Act, NeuStar has a Designated Agent to receive notice of alleged copyright infringements contained on the Service. All inquiries into alleged copyright infringement on the Service should be sent to NeuStar, c/o Jeffrey J. Neuman, Director of Law and Policy, 46000 Center Oak Plaza, Building Ten, Sterling, VA 20166.

16 Local Laws; Export Control. NeuStar controls and operates the Service from its headquarters in the United States and makes no representation that the Service is appropriate or available for use in other locations. If You use the Service from other locations, You are responsible for compliance with applicable local laws, including, but not limited to, export and import regulations of other countries. Unless otherwise explicitly stated, all marketing or promotional materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

17 Disclaimer of Warranty, Limitation of Liability.

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT NEUSTAR, YOUR REGISTRAR AND ANY CONTENT MANAGER(S) ARE DEEMED TO BE INTERACTIVE COMPUTER SERVICE PROVIDERS FOR PURPOSES OF SECTION 230(C) OF THE COMMUNICATIONS ACT OF 1934 (47 U.S.C. 230(C)). SEE THE DOT KIDS IMPLEMENTATION AND EFFICIENCY ACT OF 2002, PUB. LAW NO. 107-317.

YOU AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICE, AN ACTIVE REGISTRATION OR KIDS.US SITE IS AT YOUR OWN RISK. NEITHER NEUSTAR NOR ITS PARENTS, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS OR AGENTS WARRANT THAT THE SERVICE, AN ACTIVE REGISTRATION OR A KIDS.US SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, AN ACTIVE REGISTRATION OR A KIDS.US SITE OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT WITHIN THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS, "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT. IN NO EVENT WILL NEUSTAR NOR ITS PARENTS, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS AND AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT YOUR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES THAT RESULT FROM MISTAKES, INACCURATELY ENTERED DATA, UNAUTHORIZED USE, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO INSTITUTIONS RECORDS, PROGRAMS OR SERVICES. YOU AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. IN NO EVENT, SHALL NEUSTAR BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING THE AMOUNT OF FEES PAID BY YOU FOR AN ACTIVE REGISTRATION.

18 Indemnification. You agree to indemnify and hold harmless NeuStar and its parents, subsidiaries, shareholders, members, officers, directors, employees, affiliates and agents from any claim or demand, including reasonable attorney's fees made by any third party due to or arising out of Your use of the Service, an Active Registration and/or a Kids.us Site resulting from Your breach of these Terms and Conditions, any content submitted to the Service, or any disputes involving the intellectual property rights of the Trademarks.

19 Modifications to the Service. NeuStar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that NeuStar will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Services.

20 Termination. You may discontinue Your participation in and access to the Service at any time. These Terms and Conditions will continue to apply to all past use of the Service by You, even if You are no longer using the Service. You acknowledge and agree that NeuStar may terminate or block Your use of all or part of the Service, Your Active Registration or Kids.us Site, without prior notice for any reason, including, without limitation, if NeuStar believes You have engaged in conduct prohibited by these Terms and Conditions.

21 Arbitration.

21.1 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions or the breach, termination or validity hereof, shall be finally settled in accordance with the commercial arbitration rules of the American Arbitration Association (the "AAA") then obtaining, by a panel of three arbitrators. Judgment upon the award of the Arbitrators may be entered by any court of competent jurisdiction over the parties on the subject matter of this Agreement. Each party shall have the right to appoint one arbitrator from the list of arbitrators supplied to the parties by the AAA, and the two arbitrators so appointed shall appoint the third. The place of arbitration shall be the County of Loudoun, VA., U.S.A. The language of the arbitration shall be in English. The arbitrators shall determine the matters in dispute in accordance with the internal law of the Commonwealth of Virginia, without reference to the Convention on Contracts for the International Sale of Goods. Except as precluded by the United Nations Convention on the Recognition and Enforcements of Foreign Arbitral Awards, the internal procedural and substantive laws of Virginia and the United States Federal Arbitration Act shall govern all questions of arbitral procedure, arbitral review, scope of arbitral authority, and arbitral enforcement. The parties agree that the

award of the arbitrators shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrators, that the award shall be made and shall be promptly payable in U.S. dollars, free of any tax, deduction or offset, and that any costs, fees or taxes instant to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. No claim may be submitted by a party to arbitration in accordance with this Article 21 unless notified by the other party within one (1) year of the date on which the submitting party first knew or should have known of the existence of the facts indicating the existence of such dispute.

22 Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of law.

23 Changes to the Terms and Conditions. NeuStar reserves the right to modify the Terms and Conditions at any time and from time to time. Any modifications shall be effective upon the posting by NeuStar of the modified Terms of Use at http://www.kids.us/content_policy/kids_content_terms.pdf. You agree to review these Terms and Conditions periodically so that You are aware of any modifications. Your continued use of the Service shall be deemed Your acceptance of the modified Terms and Conditions.

24 Severability. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

25 Entire Agreement. These Terms and Conditions completely and exclusively state the agreement of the parties regarding the subject matter, and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of these Terms and Conditions.

I AGREE

I DO NOT AGREE

APPENDIX A

KIDS.US CONTENT POLICY

See this Appendix F, Agreement # 3

AGREEMENT # 5



KIDS.US TAKEDOWN PROCEDURES

NeuStar, Inc.

I. PROCEDURES FOR REMOVING INAPPROPRIATE CONTENT FROM THE KIDS.US DOMAIN

Introduction

The Dot Kids Implementation and Efficiency Act of 2002¹⁶ requires that NeuStar, Inc., as the Registry Operator for the kids.us domain (the Registry Operator), maintain a domain that “provides access only to material that is suitable for minors and not harmful to minors.”¹⁷ To carry out the content enforcement obligations of the kids.us Act, the Registry Operator is required to establish a “process for removing from the new domain any content that is not in accordance with the standards and requirements of the Registry.”¹⁸ We recognize, however, that even with strict enforcement procedures and clear content guidelines, there remains the possibility that unsuitable content could make its way into the namespace. Because it is the goal of Congress that there be an online area for children that is free from harmful material, the Registry Operator was given broad enforcement authority. This document provides the details of the required enforcement process.

To address the instances where an individual or an entity endeavors to corrupt the kids.us domain with content that is inconsistent with the kids.us Act and the kids.us Content Policy¹⁹ the Registry Operator has developed the following procedures for removing inappropriate content (which includes the domain name itself). These procedures include the following steps:

- Initial review of content complaints;
- Notification process;
- Internal review, including categorization of the content violation, determination of the “severity” of the violation, registrant contact, zone file modifications, and, if required, takedown of the domain; and
- Cure and reactivation of domains.

Registry takedown occurs at the third-level domain name, (e.g., “example.kids.us”), thereby being a *de facto* takedown of all sub-domains.

¹⁶ Public Law 107-317.

¹⁷ The kids.us Act defines “harmful to minors” “with respect to material, that – (a) the average person, applying contemporary community standards, would find, taking the material as a whole and with respect to minors, that it is designed to appeal to, or is designed to pander to, the prurient interest; (b) The material depicts, describes, or represents, in a manner patently offensive with respect to minors, an actual or simulated sexual act or sexual contact, an actual or simulated normal or perverted sexual act, or a lewd exhibition of the genitals or post-pubescent female breast; and (c) Taken as a whole, the material lacks serious, literary, artistic, political, or scientific value for minors.”

¹⁸ Dot Kids Implementation and Efficiency Act of 2002, Section 157, Subsection C, 5.

¹⁹ See kids.us Content Policy.

Initial review of content complaints

In all instances where the Registry Operator is notified of alleged inappropriate content within the kids.us domain, it will administer the following procedures in a neutral and even-handed fashion. The alleged content violation will be reviewed in accordance with the kids.us Content Policy²⁰ – the identical content standards followed for all potential registrants in the initial content review prior to activation and the on-going content monitoring of active kids.us registrations. The Registry Operator will maintain records of all kids.us Content Policy violations.

Pursuant to the kids.us Act, all enforcement procedures and actions by the Registry Operator are subject to public scrutiny. Specifically, the kids.us Act requires that the Registry Operator “prepare, on an annual basis, a report on the Registry’s monitoring and enforcement procedures” for the kids.us domain.²¹ The Act further requires that the Registry Operator submit that report to the “Committee on Energy and Commerce of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate.”²²

Notification process

The Registry Operator may be notified of alleged content policy violations by any person or entity using either of these two (2) mechanisms:

- Content Manager contact made to the Registry Operator, or
- Direct end user contact of the Registry Operator made by e-mail, fax, or toll-free phone calls.

The Registry Operator will clearly publicize, the contact information for end user complaints on the kids.us website. The Registry will respond to all inquiries within a reasonable timeframe. Each individual handling content policy complaints will receive training about the requirements of the kids.us Act and the kids.us Content Guidelines and Requirements. For all direct end user complaints, individuals registering an alleged violation are required to provide the following information:

- Name;
- Contact information (place to follow-up for contact, if necessary);
- Exact URL of alleged content policy violation;
- Date and time the alleged violation was detected; and
- A description of the alleged violation (by category, if possible).

Upon receipt of any complaint alleging violation of the kids.us Content Guidelines and Requirements, the Registry Operator will initiate internal review and takedown procedures.

Internal review, categorization, severity determination, and takedown

²⁰ For further information regarding “inappropriate content” please see the kids.us Content Policy.

²¹ Dot Kids Implementation and Efficiency Act of 2002, Section 157, Subsection H, 5.

²² Dot Kids Implementation and Efficiency Act of 2002, Section 157, Subsection H, 5.

Internal review and takedown involve multiple steps. First, upon notice of a violation of the kids.us Content Policy, the Registry Operator will access the website containing alleged kids.us content violations and take a screenshot of the page or pages with alleged violations. Next, a determination will be made as to whether the alleged violation does in fact involve content that is inconsistent with the kids.us Content Policy.

If the content within the domain is not found to be in violation, no further action will be taken. If the content is found to be in violation, a determination of the category of content violation will be made.

The categorization of the content violation will be made in accordance with the twelve (12) categories defined in the kids.us Content Policy as follows: mature content; pornography; inappropriate language; violence; hate speech; drugs; alcohol; tobacco; gambling; weapons; criminal activity; and technology restrictions.

After the category is determined, the Registry Operator will determine the “severity” of the violation involved.

In accordance with the enforcement policy defined in the kids.us Content Policy, the categorization of content violations assigns a “severity level” that will guide the Registry Operator in the next phase of takedown procedures. The severity level and the penalty for each level are as follows:

Level 1 violation— The domain name will be immediately removed from the kids.us zone file resulting in takedown of the domain. The Registry Operator will notify the registrant according to the contact information included in the content registration form. The Registrar of record (listed in the Whois) will be copied on this correspondence.

Level 2 violation— The registrant will be contacted and informed they have 4 [business] hours to modify the content. The registrant must inform the Registry Operator when the content violation has been cured. If the violation is not cured and the proper notice is not provided within the specific timeframe, the domain name will be removed from the kids.us zone file. The Registrar of record (listed in the Whois) will be copied on this correspondence.

Level 3 violation— The registrant will be contacted and informed they have 12 business hours to modify the content. The registrant must inform the Registry Operator when the content violation has been cured. If the violation is not cured and the proper notice is not provided within the specific timeframe, the domain name will be removed from the kids.us zone file. The Registrar of record (listed in the Whois) will be copied on this correspondence.

Cure and reactivation of domains

When a domain name is removed from the kids.us zone, the registrant will be required to reactivate their domain name and place the content through the formal review process if it desires to reactivate its name. The registrant will remain registrant of record for the remainder of that term and any subsequent renewal term. The registrant will repeat the initial content review process for compliance with the kids.us Content Policy. A reactivation fee of \$400 will be charged by the Registry Operator to the registrant in each instance that a name is removed from the zone and reactivated. When the content passes the content review process, the name will then be reactivated in the kids.us zone file. The registrant’s “initial

activation date" for the domain name registration and content registration will not be changed as a reflection of the takedown procedures.

The Registry Operator reserves the right to cancel any domain name registered to registrants who repeatedly violate the kids.us Content Policy.

Registrants are entitled to initiate an administrative proceeding ("Challenge") in the event that the Registry has taken action to remove a kids.us domain name from the zone file or has issued a Content Violation Notice of Intent to Remove a kids.us domain name from the zone file (the "Removal Notice") for violation of the Content Policy.

Notification of law enforcement (as needed)

NeuStar reserves the right to report any content policy violation to an appropriate law enforcement agency if it deems in its sole discretion that such report is warranted.

AGREEMENT # 6

KIDS.US CONTENT REMOVAL CHALLENGE POLICY

- 1) **Purpose.** This Content Removal Challenge Policy (the "Policy") has been adopted by NeuStar, Inc., the Administrator for KIDS.US, and approved by the United States Department of Commerce ("DOC"). It is incorporated by reference into the KIDS.US Registration Agreement, and sets forth the terms and conditions applicable to challenges brought by you as the Registrant (the "Challenger") against NeuStar, Inc., the registry administrator for KIDS.US (the "Registry") over the Registry's decision to either:
 - a) remove of a KIDS.US domain name from the authoritative domain name service, on the grounds that the KIDS.US domain name or the content on the associated KIDS.US website is in violation of the KIDS.US Content Policy (the "Content Policy") set forth at www.neustar.us; or
 - b) require that certain content be removed from the Kids.us domain, on the grounds that such content is in violation of the Content Policy.

Proceedings under Paragraph 3 of this Policy will be conducted according to the Rules for the Content Removal Challenge Policy (the "Rules").

- 2) **Your Representations.** By applying to register a KIDS.US domain name, registering a KIDS.US domain name, or by asking to maintain or renew a KIDS.US domain name registration, you hereby represent and warrant that (a) the statements that you made in your KIDS.US Registration Agreement are complete and accurate; (b) you are not registering the domain name for an unlawful purpose; and (c) you will not knowingly use the domain name in violation of any applicable laws or regulations, including the Content Policy. It is your responsibility to determine whether your domain name registration is in compliance with the KIDS.US Registration Agreement.
- 3) **Availability of Administrative Proceeding.** You are entitled to initiate an administrative proceeding ("Challenge") in the event that the Registry has taken action to remove your registered KIDS.US domain name from the zone file or has issued you a Content Violation Notice of Intent to Remove your KIDS.US domain name from the zone file (the "Removal Notice") for violation of the Content Policy.
 - a) **Initiation of Proceeding and Process and Appointment of Administrative Panelist.** The Rules set forth the process for initiating and conducting a proceeding and for appointing the Panelist that will decide the challenge (the "Administrative Panelist").
 - b) **Fees.** All fees charged by the dispute-resolution service provider (the "Provider") in connection with any dispute before an Administrative Panelist pursuant to this Policy shall be paid by the Challenger.
 - c) **Limitation of Liability.** The Registry will not be liable as a result of any decisions rendered by the Administrative Panelist.
 - d) **Remedies.** The remedies available to a Challenger pursuant to any proceeding before an Administrative Panelist shall be limited to requiring the reinstatement of the domain name or withdrawal of a Removal Notice. Under no circumstances may the Administrative Panelist order any other remedy except as stated above.

- e) **Notification.** The Provider shall notify the Parties of any decision made by an Administrative Panelist with respect to a KIDS.US domain name.
- 4) **All Other Disputes and Litigation.** All other disputes between you and any party other than the Registry regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 3 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.
- 5) **Compliance During Administrative Proceeding.** The Registry has the authority to act on Content Guideline violations that arise during a pending Challenge, including but not limited to, the removal of a domain name in question from the zone file. If a Registrant fails to cure a Content Guideline violation or if there is newly added or newly discovered content that violates the Content Policy, the Registry has the sole discretion to remove the KIDS.US domain name from the zone file until the proceeding has been concluded. Challenges based on newly added or discovered content must be brought separately as new proceedings.
- 6) **The Registry's Involvement in Disputes.** The Registry will not participate in any way in any dispute between you and any party other than the Registry regarding the registration and use of your KIDS.US domain name. You shall not name the Registry as a party or otherwise include the Registry in any such proceeding. In the event that the Registry is named as a party in any such proceeding, the Registry reserves the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend itself.
- 7) **Policy Modifications.** The Registry reserves the right to modify this Policy at any time, subject to DOC approval. The Registry will post the revised Policy at www.neustar.us at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the initiation of an administrative proceeding with the Provider, in which event the version of the Policy in effect at the time it was invoked will apply until the administrative proceeding is over, all such changes will be binding upon you with respect to any KIDS.US domain name Challenge, whether the Challenge arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your KIDS.US domain name registration, provided that you will not be entitled to a refund of any fees you paid. The revised Policy will apply to you until you cancel your KIDS.US domain name registration.

RULES FOR CONTENT REMOVAL CHALLENGE POLICY (THE “RULES”)

Administrative proceedings for the resolution of Challenges under the KIDS.US Content Removal Challenge Policy adopted by DOC shall be governed by these Rules.

1) Definitions

In these Rules:

- a) **Challenger** means the party initiating a Challenge concerning a KIDS.US domain name removal for violation of the Content Policy.
- b) **Content Policy** means the KIDS.US Content Policy set forth at www.neustar.us.
- c) **DOC** refers to the United States Department of Commerce.
- d) **Panelist** means an administrative Panelist appointed by the Provider to decide a Challenge concerning a KIDS.US domain name registration.
- e) **Party** means a Challenger or the Registry.
- f) **Policy** means the Content Removal Challenge Policy that is incorporated by reference and made a part of the Registration Agreement.
- g) **Provider** means a dispute-resolution service provider approved by DOC to administer Content Removal Challenges, and listed at www.neustar.us.
- h) **Registrant** means the holder of a KIDS.US domain name registration.
- i) **Registry** means NeuStar, Inc., the registry administrator for the KIDS.US domain name space.
- j) **Removal** means the deletion by the Registry of a KIDS.US domain name from the authoritative domain name service.
- k) **Removal Notice** means the Content Violation Notice of Intent to Remove sent to the Registrant by the Registry announcing the Registry’s intention to delete the Registrant’s KIDS.US domain name if certain material that violates the Content Policy is not removed from the website within the time frames set forth in the Content Policy.
- l) **Supplemental Rules** means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, and the means for communicating with the Provider and the Panel.

2) Communications

- a) Any written communication required under these Rules shall be made electronically using the Provider’s online challenge communication procedures.
- b) Any communication to the Provider or the Panelist shall be made in accordance with the

Provider's Supplemental Rules.

- c) All communications shall be made in English.
- d) Either Party may update its contact details by notifying the Provider through the Provider's online challenge communication procedures.
- e) Except as otherwise provided in these Rules, or decided by a Panelist, all communications provided for under these Rules shall be deemed to have been made on the date that the communication was electronically transmitted, provided that the date of transmission is verifiable.
- f) Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(e).
- g) Except as otherwise provided in these Rules, any communication between the Provider, the Parties, or the Panelist shall be conducted using the Provider's online challenge communication procedures, which will assure that communication by:
 - i) A Panelist to any Party is copied to the Provider and to the other Party;
 - ii) The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party is copied to the other Party; and
 - iii) A Party is copied to the other Party, the Panelist and the Provider, as the case may be.

3) The Challenge

- a) The Registrant of any KIDS.US domain name that has been Removed by the Registry, or has been issued a Removal Notice from the Registry, for violation of the Content Policy may initiate a Content Removal Challenge by submitting such Challenge to the Provider in accordance with the Policy and these Rules.
- b) The Challenge must be initiated no later than thirty (30) calendar days following the date of removal or the date of the Removal Notice, whichever is earlier.
- c) The Challenge shall be submitted electronically to the Provider using the Provider's online challenge filing procedures.
- d) The Challenge shall:
 - i) Request that the Challenge be submitted for decision in accordance with the Policy and Rules and describe why the domain name registration should be considered subject to the Policy;
 - ii) Provide the full name, postal and e-mail addresses, and the telephone and facsimile numbers of the Challenger and of any representative authorized to act for the Challenger in the administrative proceeding;
 - iii) Specify a preferred method for electronic communications directed to the Challenger in the administrative proceeding (including person to be contacted);
 - iv) Specify the KIDS.US domain name that is the subject of the Challenge;

- v) Describe, in accordance with the Policy, why the Registry's removal decision should be reversed and the Challenge sustained;
- vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the KIDS.US domain name that is the subject of the Challenge;
- vii) Conclude with the following statement followed by the electronic signature of the Challenger or its authorized representative:

“Challenger waives all claims and remedies against (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the Registry, (d) any content manager(s) approved by the Registry and (e) the Department of Commerce, as well as their directors, officers, employees, and agents.”

“Challenger certifies that the information contained in this Challenge is to the best of Challenger's knowledge complete and accurate, that this Challenge is not being presented for any improper purpose, such as to harass, and that the assertions in this Challenge are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument”; and

- viii) Annex any documentary or other evidence together with a schedule indexing such evidence.
- e) A Challenge may relate to only one KIDS.US domain name, provided that the domain name has been removed or issued a Removal Notice within the requisite time period.

4) **Notification of Challenge**

- a) The Provider shall review the Challenge for formal compliance with the Policy and the Rules. If the Challenge is found to be in compliance, the Provider shall forward the Challenge to the Registry.
- b) If the Provider finds the Challenge to be formally deficient, or if the Challenger has not included its Fees with the Challenge, the Provider shall promptly notify the Challenger of the nature of the deficiencies identified. The Challenger shall have five (5) calendar days within which to correct any such deficiencies or the administrative proceeding will be dismissed.
- c) The date of commencement of the administrative proceeding shall be the date on which the Provider forwards the Challenge to the Registry.
- d) The Provider shall notify the Parties of the date of commencement of the administrative proceeding.

5) **Registry Response**

- a) Within twenty (20) calendar days of the date of commencement of the administrative proceeding the Registry shall submit a Response to the Provider using the Provider's online challenge communication procedures. The Response shall:
 - i) Detail the rationale for removing or sending a Removal Notice to the Registrant of the KIDS.US domain name that is subject of this proceeding;

- ii) Describe how the KIDS.US domain name itself or the content contained on the Registrant's associated KIDS.US website violates the Content Policy;
 - iii) Although the Registry is not required to communicate with the Registrant prior to issuing a Removal Notice or removing the domain name from the zone file, to the extent there have been communications, it should detail such relevant communication;
 - iv) Although the Registry is not required to respond to the specific statements contained in the Challenge, it may do so at its discretion;

 - v) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Challenge;
 - vi) Conclude with the following statement followed by the electronic signature of the Registry's authorized representative:

"Registry certifies that the information contained in this Response is to the best of this representative's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument." and
 - vii) Annex any documentary or other evidence upon which the Registry relies, together with a schedule indexing such documents.
- 6) **Appointment of the Panelist.** The Provider shall appoint a single Panelist within five (5) calendar days following Provider's receipt of the Registry's Response.
- 7) **Impartiality and Independence.** An appointed Panelist shall be impartial and shall disclose any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.
- 8) **Communication Between Parties and the Panelist.** No Party or anyone acting on its behalf may have any unilateral communication with the Panelist.
- 9) **General Powers of the Panelist**
- a) The Panelist shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.
 - b) In all cases, the Panelist shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.
 - c) The Panelist shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panelist.
 - d) The Panelist shall determine the admissibility, relevance, materiality and weight of the evidence.

- 10) **Further Statements.** In addition to the Challenge and the Response, the Panelist may request, in its sole discretion, further statements or documents from either of the Parties.
- 11) **In-Person Hearings.** There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panelist determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the Challenge.
- 12) **Default**
 - a) In the event that either Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panelist, the Panel shall proceed to a decision on the Challenge.
 - b) If either party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panelist, the Panelist shall draw such inferences therefrom as it considers appropriate. Such Panelist may not draw any inferences against the Registry for failure to comply with any provision of, or requirement under, these Rules or any request from the Panelist.
 - c) Notwithstanding Section (b) above, and pursuant to Section 5(a)(4), a Panelist may draw no adverse inferences against the Registry for not responding to the specific statements contained within the Challenge. Nor shall the absence of the Registry's response to the specific statements contained within the Challenge be deemed a default, or be construed as a waiver of any claims or defenses against the Registrant.
- 13) **Grounds for Termination.** If, before the Panelist's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panelist shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panelist.
- 14) **Effect of Court Proceedings**
 - a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a KIDS.US domain name that is the subject of a Challenge, the Panelist shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.
 - b) A Party shall promptly notify the Provider In the event that it initiates any legal proceedings concerning a KIDS.US domain name while an administrative proceeding is pending. The Provider will communicate this information to the Panelist.
- 15) **Panelist Decisions**
 - a) The Panelist shall decide a Challenge on the basis of the materials submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.
 - b) In the absence of exceptional circumstances, the Panelist shall forward its decision on the Challenge to the Provider electronically within fourteen (14) calendar days of its appointment pursuant to Paragraph 6.
 - c) If the Panelist determines that the Registry submitted sufficient evidence to demonstrate that the removal or Removal Notice was justified due to violations of the KIDS.US Content Policy and Requirements, the Panelist shall issue its finding upholding the

Registry's action utilizing the Provider's online challenge communication procedures.

- d) If the Panelist determines that the evidence submitted fails to demonstrate that the Registrant violated the Content Policy or, alternatively, that the Registrant has satisfactorily cured any possible violation, the Panelist shall issue its finding utilizing the Provider's online challenge communication procedures with an order that Registrant's KIDS.US domain name be restored and the Registry's actions be reversed.
- e) The Provider shall electronically communicate the content of the Panelist decision to each Party.
- f) The Registry shall have seven (7) calendar days to implement any reinstatement or removal ordered by the Panelist.

16) **Fees**

- a) The Challenger shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.
- b) The Provider shall not take any action on a Challenge until it has received from Challenger the initial fee.

17) **Exclusion of Liability**—Except in the case of deliberate wrongdoing, neither the Registry, the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the Rules.

18) **Amendments.** The version of these Rules in effect at the time of the submission of the Challenge to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the approval of DOC.

AGREEMENT 7

KIDS.US DISPUTE PROVIDER AGREEMENT

This kids.us Dispute Provider Agreement (“KDPA”) to provide dispute resolution services for kids.us domain space sets forth the basic terms and conditions of the agreement between the National Arbitration Forum (“Dispute Provider”) and NeuStar, Inc. (collectively with its affiliates, “NeuStar”), each of which is referred to as a “Party” and collectively the “Parties.” The full execution of this KDPA creates a binding agreement between the Parties.

1. General Purpose

The U.S. Department of Commerce selected NeuStar to manage and administer the *.us* domain space, otherwise known as the country code top level domain of the Internet domain name system corresponding to the United States. Subsequently, on December 4, 2002, President George W. Bush signed Public Law No. 107-317, the “Dot Kids Implementation and Efficiency Act of 2002” setting forth the implementation and operation of the kids.us second level domain as a safe space for our nation’s children that provides access to material that is suitable and not harmful to children under thirteen (13) years old.

By signing this KDPA, Dispute Provider agrees to adopt NeuStar’s KIDS.US Content Removal Challenge Policy and Rules, as approved by the U.S. Department of Commerce (the “KIDS.US Policy”) and provide certain dispute resolution services to domain name registrants in the KIDS.US second-level domain (“Dispute Resolution Services”).

2. Term

The term of this contract shall run concurrently with the term of the Government Contract. In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if the defaulting party fails to proceed promptly after being given notice to commence curing the default and thereafter proceed to cure the same, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this contract as of a date specified in such notice of termination.

3. Dispute Resolution Services

3.1. KIDS.US Policy

Dispute Provider shall adopt the KIDS.US Policy and make available, Dispute Resolution Services in accordance with such KIDS.US Policy.

3.2. Supplements.

Dispute Provider may supplement the KIDS.US Policy with changes to time periods and similar matters, as required for effective administration, provided that such changes do not materially affect the substance of the KIDS.US Policy.

3.3 Fees.

Except for the limitation set forth in Section 3.4 below, Dispute Provider may set, at its discretion, the fee structure for providing the Dispute Resolution Services in accordance with the KIDS.US Policy. Dispute Provider acknowledges that NeuStar is not responsible, financially or otherwise, for the parties that avail themselves of the Dispute Resolution Services in accordance with the KIDS.US Policy.

3.4 Restrictions

Dispute Provider shall set fee structures and time frames for its provision of the Dispute Resolution Services in accordance with the KIDS.US Policy that are commercially reasonable and similar to those offered by other available dispute resolution services for similar disputes under the Internet Corporation for Assigned Names and Numbers' Uniform Dispute Resolution Policy.

4. Confidentiality

4.1. The Parties acknowledge that, in performance of this KDPA, they may be furnished with, receive, or otherwise have access to Confidential Information. "Confidential Information" shall mean all information, in any form, disclosed by the disclosing Party to the other Party which the receiving Party knows or might reasonably expect is regarded by the disclosing Party as the Confidential Information of the disclosing Party, or which is otherwise designated as confidential, restricted, proprietary, or with similar designation. Confidential Information excludes any particular information that the receiving Party can demonstrate (a) at the time of disclosure, was in the public domain or in the possession of the receiving Party; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure; (d) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (e) was required to be disclosed to satisfy a legal requirement of a competent government body.

4.2. Each Party shall use the same efforts to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature. Each Party shall take reasonable steps to ensure that its employees comply with this Article. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party shall immediately, and at its own expense notify the disclosing Party in writing, and take such actions as

may be necessary and cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting there from.

4.3. Except as otherwise permitted, the Parties may disclose such information to entities performing obligations required hereunder where: (1) such disclosure is necessary or otherwise naturally occurs in that entity's scope of responsibility, and (2) the entity agrees in writing to assume the obligations described in this Article, or (3) where obligated by law to make such disclosure. Any disclosure to such entity shall be under the terms and conditions of this Article. Notwithstanding this subsection 4.3, the Parties may disclose the terms and conditions of this KDPA to the Department of Commerce.

4.4. Each Party's Confidential Information shall remain the property of that Party except as otherwise expressly provided in the KDPA. The obligations contained herein with respect to Confidential Information shall survive the expiration or termination of this KDPA for a period of three (3) years or such longer period as required by regulation, law or court order.

5. Press Release

The Parties shall consult with each other and must agree on the timing, content, and form before issuing any press release or other public disclosure related to this KDPA, unless law requires such disclosure.

6. No Conflicts

Each Party represents and warrants that it is not a party to any agreement or understanding with any other party that would prevent such Party from entering into or performing under this KDPA.

7. Expenses

Each Party shall bear its own legal, accounting and other expenses in connection with this KDPA and with performance of all necessary obligations under this KDPA and under the Government KDPA.

8. Mutual Cooperation

Each Party agrees to cooperate fully in litigation by a third party involving one or both of the Parties; however, this provision is not a guaranty or warranty by either Party of the other's performance and is not an indemnification.

9. Dispute Resolution

9.1 Mediation

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle

the dispute by mediation administered by the Dispute Provider under its Code of Procedure.

9.2 Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, which remains unresolved more than 60 days after initiation of a demand for mediation shall be settled by arbitration in the Commonwealth of Virginia before a single arbitrator. The arbitration shall be conducted pursuant to the Dispute Provider's Code of Procedure, but shall not be administered by the Dispute Provider. Any and all determinations normally made by the Dispute Provider under the Code of Procedure shall instead be made by the appointed arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

The Parties shall first attempt to identify a mutually acceptable arbitrator. However, if the Parties are unable to identify a mutually acceptable arbitrator within twenty (20) days after service of the demand for arbitration upon all of the Parties to the dispute, either party may request that the arbitrator be appointed by the president of the Association of the Bar of the Commonwealth of Virginia.

The arbitrator's fees shall be deposited equally by the parties, but may be awarded by the arbitrator as provided in the Code of Procedure. However, under no circumstances shall any Party to this agreement be responsible for the payment of any administrative fees to the Dispute Provider in connection with this arbitration agreement.

10. Survival

All terms of this KDPA remain in effect until fulfilled and apply to respective successors and assigns.

11. Governing Law

This KDPA, including its interpretation and performance there under, shall be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. Each Party hereby consents to the personal jurisdiction of the Commonwealth of Virginia.

12. Indemnification.

Dispute Provider, at its own expense and within thirty (30) days after presentation of a demand by NeuStar under this Section, will indemnify, defend 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 claims or alleged claims directly related to Dispute Provider's provision of Dispute Resolution Services. NeuStar, at its own expense and within thirty (30) days after presentation of a demand by Dispute Provider under this Section, will indemnify, defend and hold harmless Dispute Provider and its employees, directors, officers, representatives, agents and affiliates, against any claim,

suit, action, or other proceeding brought against Dispute Provider or any affiliate of Dispute Provider based on or arising from any claim or alleged claim relating to NeuStar's operation, management or administration of the .KIDS.US second-level domain, other than those directly related to the provision of Dispute Resolution Services by Dispute Provider. In any such case: (a) the indemnified party shall provide the indemnifying party with prompt notice of any such claim, and (b) upon the indemnified party's written request, the indemnifying party will provide the indemnified party all information and assistance reasonably necessary for indemnifying party to defend such claim, provided that the indemnifying party reimburses the indemnified party for its actual and reasonable costs incurred in connection with providing such information and assistance. The indemnifying party will not enter into any settlement or compromise of any such indemnifiable claim without the indemnified party's prior written consent, which consent shall not be unreasonably withheld. The indemnifying party 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 the indemnified party in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

13. Notices, Designations and Specifications.

All notices (including determinations, designations, and specifications) to be given under this KDPA 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 KDPA shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by an internationally recognized courier service.

If to NeuStar, addressed to:

NeuStar, Inc.
46000 Center Oak Plaza
Building Ten
Sterling, VA. 20166
Telephone: (571) 434-5772
Facsimile: (202) 434-5735
Attention: Director, Law & Policy

If to Dispute Provider, addressed to:

National Arbitration Forum
500 Rosedale Towers
1700 West Highway 36
Roseville, MN 55113
Telephone: (651) 631-1105
Facsimile: (651) 631-0802
Attention: Managing Director

14. Disclaimer of Warranties.

EXCEPT AS OTHERWISE PROVIDED IN THIS KDPA, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability.

In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this KDPA or the performance or nonperformance of obligations undertaken in this KDPA.

16. Assignment.

Any assignment of this KDPA shall be effective only upon written assignment by the assignee with the other party to assume the assigning party's obligations under this KDPA. Moreover, neither party may assign this KDPA without the prior written approval of the other party and the U.S. Department of Commerce.

17. No Third-Party Beneficiaries.

This KDPA shall not be construed to create any obligation by either NeuStar or Dispute Provider to any non-party to this KDPA.

18. Amendments and Waivers.

No amendment, supplement, or modification of this KDPA or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this KDPA 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 KDPA 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.

19. Entire Agreement.

This KDPA (including the documents and policies specifically referenced herein) constitutes the entire agreement of the parties hereto pertaining to the Dispute Resolution Services and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

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

NeuStar, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

AGREEMENT # 8(a)

KIDS.US CONTENT MANAGER SERVICE AGREEMENT

[AGREEMENT 8(A) HAS BEEN REDACTED]

AGREEMENT # 8(b)

**FIRST AMENDMENT TO
KIDS.US CONTENT MANAGER SERVICE AGREEMENT**

[AGREEMENT 8(b) HAS BEEN REDACTED]

AGREEMENT 8(C)

**SECOND AMENDMENT TO
KIDS.US CONTENT MANAGER SERVICE AGREEMENT**

[AGREEMENT 8(c) HAS BEEN REDACTED]