

.NAME Agreement
Registry-Registrar Agreement
(4 April 2009)

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

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

WHEREAS, multiple registrars will provide Internet domain name and other Registered Items (as defined herein) registration services within the .name top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names and other Registered Items (as defined herein) within the .name top-level domain.

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

1. DEFINITIONS

1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.3. "DNS" means the Internet domain name system.

1.4. The "Effective Date" shall be the date first set forth above.

1.5. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

1.6. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

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

1.8. "Registered Item" refers to either a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, or a SLD E-mail Address or a Defensive Registration or a Namewatch Registration, about which VNDS or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. An item in a Registry Database may be a Registered Item even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.9. "Registered Item Holder" means the holder of a Registered Item.

1.10. The "Registrar Tool Kit" comprises the EPP, APIs and Software.

1.11. "Registry Agreement" means the Registry Agreement between VNDS and ICANN dated as of August 15, 2007, for the operation of the Registry TLD, as amended from time to time.

1.12. "Registry Database" means a database, comprised of data about one or more DNS domain names, SLD E-mail Addresses or Defensive Registrations within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively, responses to domain-name availability lookup requests, Whois queries or other services related to the Registered Items, for some or all of those names.

1.13. "Registry Services" Registry Services are: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .name registry as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in the Registry Agreement); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.14. "Registry TLD" means the .name TLD.

1.15. The "Registry System" means the system operated by VNDS and its partners for Registered Items in the Registry TLD.

1.16 "SLD E-mail Address" means an e-mail address consisting of a second level domain name within the domain of the Registry TLD and a defined user name (e.g., john@smith.name), about which Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance.

1.17 "Registered Name" means a registered SLD E-mail address, registered third level domain name or registered second level domain name, collectively

1.18. "Software" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

1.19. "Term" means the term of this Agreement, as set forth in Subsection 8.1.

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

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

2. OBLIGATIONS OF VNDS

2.1. Access to Registry System. Throughout the Term of this Agreement, VNDS shall operate the Registry System and provide Registrar with access to the Registry System to transmit Registered Item registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between VNDS and ICANN.

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

2.3. Provision of Tool Kit; License. No later than three business days after the Effective Date, VNDS shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, VNDS 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 VNDS 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 Registered Item registration services in the Registry TLD only and for no other purpose.

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

2.5. Engineering and Customer Service Support.

2.5.1. Engineering Support. VNDS agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

2.5.2. Customer Service Support. During the Term of this Agreement, VNDS will provide reasonable telephone and e-mail customer service support to Registrar (but not to Registered Item Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. VNDS will provide Registrar with a telephone number and e-mail address for such support during implementation of the Protocol, APIs and Software. Firstlevel telephone support will be available on business days between the hours of 9 a.m. and 5 p.m. Eastern US time.

2.6. Handling of Personal Data. VNDS shall notify Registrar of the purposes for which Personal Data submitted to VNDS 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. VNDS shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. VNDS shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. VNDS may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.

2.7. Service Level Agreement. VNDS shall issue credits to Registrar as described in Appendix 10 to the Registry Agreement, which appendix is hereby incorporated by reference, as amended from time to time.

2.8. ICANN Requirements. VNDS' Obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and

consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the Term Of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

3.2. Registrar Responsibility for Customer Support. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Items and (ii) customer service (including domain name record support) and billing and technical support to Registered Item Holders. Registrar shall publish to Registered Item Holders emergency contact information for critical situations such as domain name hijacking.

3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Item within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Item Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to VNDS under this Agreement.

3.4. Indemnification Required of Registered Item Holders. In its registration agreement with each Registered Item Holder, Registrar shall require such Registered Item Holder to indemnify, defend and hold harmless VNDS and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Item Holder's registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. Compliance with Terms and conditions. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Item Holder, as applicable, an obligation for such Registered Item Holder to comply with each of the following requirements:

3.5.1. ICANN standards, policies, procedures, and practices for which VNDS has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by VNDS in a non-arbitrary manner and applicable to all registrars, including affiliates of VNDS, and consistent with

ICANN's standards, policies, procedures, and practices and VNDS' Registry Agreement with ICANN. Additional or revised VNDS operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by VNDS to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supercede those of the Registrar's registration agreement.

3.6. Additional Requirements for Registration Agreement. In addition to the provisions of Subsection 3.5, in its registration agreement with each Registered Item Holder, Registrar shall require such Registered Item Holder to:

3.6.1. Certify that to the best of their knowledge, the Registered Item is registered in compliance with the .name Eligibility Requirements.

3.6.2. Consent to the use, copying, distribution, publication, modification and other processing of Registered Item Holder's Personal Data by VNDS and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

3.6.3. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); and

3.6.4. Immediately correct and update the registration information for the Registered Item during the registration term for the Registered Item;

3.6.5. Agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that VNDS has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Item during these periods, and (b) the results of any dispute over a sunrise registration; and

3.6.6. Acknowledge and agree that VNDS reserves the right to deny, cancel or transfer any registration or transaction, or place any Registered Item(s) on registry lock, hold or similar status, or additionally for SLD email forwarding implement throttling/blocking and/or size limitations, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of VNDS, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by VNDS or any Registrar in connection with a

Registered Item registration. VNDS also reserves the right to place upon registry lock, hold or similar status a Registered Item during resolution of a dispute.

3.7. Data Submission Requirements.

3.7.1. As part of its registration and sponsorship of Registered Items in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants VNDS a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and other Registry services as required in VNDS' operation of the Registry TLD.

3.7.2. Registrar shall submit any corrections or updates from a Registered Item Holder relating to the registration information for a Registered Item to VNDS in a timely manner.

3.8. Security.

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of VNDS, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or other Items offered by Registry operator or modify existing registrations. In addition, VNDS may require other reasonable security provisions to ensure that the Registry System is secure and stable.

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the VNDS and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify VNDS within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.8.3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. VNDS in its sole discretion may choose to modify <authinfo> codes for a given Registered Item and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>) or by notification using fax/email. Documentation of these mechanisms shall be made available to Registrar by VNDS. The Registrar shall provide the Registered Item Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Item Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

3.9. Resolution of Technical Problems. Registrar shall 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, the APIs and the systems of VNDS in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, VNDS may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of VNDS.

3.10. Time. In the event of any dispute concerning the time of the entry of a Registered Item registration into the Registry Database, the time shown in the Registry records shall control.

3.11. Transfer of Registration Sponsorship. Registrar agrees to implement transfers of Registered Item registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

3.12. Restrictions on Registered Items. In addition to complying with ICANN standards, policies, procedures, and practices limiting Registered Items that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the Registered Items that may be registered.

4. FEES

4.1. Amount of VNDS Fees. Registrar agrees to pay VNDS the fees set forth in Exhibit A for services provided by VNDS to Registrar (collectively, "Fees"). VNDS reserves the right to revise the Fees from time to time, provided that VNDS shall provide at least six (6) months notice to Registrar prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship. In addition, Registrar agrees to pay VNDS the applicable variable fees assessed to Registry Operator by ICANN, as permitted

by Subsection 7.2(b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator.

4.2. Payment of VNDS Fees. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by VNDS ("Payment Security"), 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, registrations associated with transfers of sponsorship, or upon provision of other services provided by VNDS to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. VNDS shall provide monthly invoice statements to the Registrar.

4.3. Non-Payment of Fees. In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with VNDS, VNDS may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the Registered Items associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to Subsection 8.2.1; and (d) pursue any other remedy under this Agreement.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the

confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

5.2. Intellectual Property.

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the

Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by VNDS under this Section, will indemnify, defend and hold harmless VNDS and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Item Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. VNDS shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, VNDS will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses VNDS for VNDS' actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without VNDS' prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by VNDS in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Representation and Warranty. Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (iv) it is, and will continue to be accredited by ICANN or its successor and (v) no further approval, authorization or consent of any governmental or regulatory authority' is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

6.3. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF VNDS AND ITS

SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO VNDS UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) \$100,000 USD.

6.4. Disclaimer of Warranties. THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY VNDS HEREUNDE'R ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. VNDS 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. VNDS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, VNDS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN 'SYSTEMS AND SOFTWARE.

6.5. Reservation of Rights. VNDS reserves the right to deny, cancel or transfer any registration or transaction, or place any Registered Item(s) on registry lock, hold or similar status, or additionally for SLD email forwarding implement throttling/blocking and/or size limitations, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of VNDS, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by VNDS or any Registrar in connection with a Registered Item registration. VNDS also reserves the right to place a Registered Item on registry hold, registry lock, or similar status during resolution of a dispute.

7. INSURANCE

7.1. Insurance Requirements. Registrar shall acquire, on or before the Effective Date, at least US \$1,000,000 in' comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, upon execution of

this Agreement, and from time to time thereafter upon Registry Operator's reasonable request. Such insurance shall entitle VNDS to seek compensation under such policy on behalf of VNDS and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

8. TERM AND TERMINATION

8.1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is two (2) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to VNDS' approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to VNDS. In the event that VNDS does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

8.2. Termination. This Agreement may be terminated as follows:

8.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

8.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving VNDS thirty days notice of termination.

8.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

8.2.4. Termination In the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that VNDS' Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry

Agreement with ICANN and this Agreement is not assigned under Subsection 9.1.1.

8.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

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

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

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

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

8.3.4. In the event of termination in accordance with the provisions of Subsections 8.1, 8.2.1, 8.2.2, 8.2.3 or 8.2.5, VNDS reserves the right to immediately contact any and all Registered Item Holders to facilitate the orderly and stable transition of Registered Item Holders to other ICANN-accredited registrars.

8.3.5. All fees owing to VNDS 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, 3.6, 5.1, 5.2, 6.1, 6.3, 6.4, 8.4, 9.2, 9.3, 9.4, 9.6, 9.7 and 9.8 and (ii) the Registered Item Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Assignment to Successor Registry Operator. In the event the VNDS' Registry Agreement is terminated or expires without entry by VNDS and ICANN of a subsequent registry agreement, VNDS' rights under this Agreement may be

assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent VNDS assumes the duties of VNDS under this Agreement.

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

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

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

If to Registrar:

with copy to:

If to VNDS:
Vice President, VNDS LLC

c/o VeriSign, Inc.
487 E. Middlefield Road
Mountain View, CA 94043
Telephone: +1 650 961 7500
Facsimile: +1 650 426 5113
E-Mail: atuvesson@verisign.com; and

General Manager
VeriSign, Inc.
21345 Ridgetop Circle
Dulles, VA 20166
Telephone: +1 703 948 3200
Facsimile: +1 703 421 4873
E-Mail: cao@verisign-grs.com; and

Associate General Counsel
VeriSign, Inc.
21355 Ridgetop Circle
Dulles, VA 20166
Telephone: +1 703 948 3200
Facsimile: +1 703 450 7492
E-Mail: legal-east@verisign.com

9.3. Third-Party Beneficiaries. The parties expressly agree that ICANN is an intended third party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Item. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

9.4. 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.

9.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment

obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

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

9.7. 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.

9.8. Entire Agreement. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

9.9. Counterparts. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

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

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

VNDS

By: _____

Name:

Title:

[Registrar]

By: _____

Name:

Title:

Exhibit A REGISTRATION FEES

1 Second Level Domains

Second Level Products are charged in accordance with the provisions below subject to the special provisions contained in Section 6 of this Exhibit A.

1.1 Second Level Domain-Name Initial Registration Fee

VNDS will charge a fee per annual increment of an initial registration of a Second Level Domain-Name (the "Initial Second Level Registration Fee"). The Initial Second Level Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. The current Initial Second Level Registration Fee as of the Effective Date is US\$6.00.

1.2. Second Level Domain-Name Renewal Fee

VNDS will charge a fee per annual increment of a renewal of a registration of a Second Level Domain-Name (the "Second Level Renewal Fee"). The Second Level Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The current Second Level Renewal Fee as of the Effective Date is US\$6.00.

1.3. Fees for Transfers of Sponsorship of Second Level Domain-Name Registrations

Where the sponsorship of a Second Level Domain-Name is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, VNDS will require the registrar receiving the sponsorship to request a renewal of one year or more for the Second Level Domain-Name. In connection with that extension, VNDS will charge a Renewal Fee for the requested extension as provided in item 1.2 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 Second Level Domain-Name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Second Level Domain-Name.

2 Third Level Addresses

Third Level Addresses are charged in accordance with the provisions below subject to the special provisions contained in Section 6 of this Exhibit A

2.1 Third Level Domain-Name / SLD E-mail Address Initial Registration Fees

VNDS will charge a fee dependant upon the number of annual increments acquired of an initial registration of a Third Level Domain-Name / SLD E-mail Address (the "Initial Third Level Registration Fee"). The Initial Third Level Registration Fee shall be paid in full by Registrar sponsoring the Third Level Domain-Name / SLD E-mail Address at the time of registration. The current Initial Third Level Registration Fees can be obtained from VNDS via phone, email or on <https://knowledge.verisign.com/support/registrar-name/index.html>

2.2. Third Level Domain-Name / SLD E-mail Address Renewal Fees

VNDS will charge a fee dependant upon the number of annual increments acquired of a renewal of a registration of a Third Level Domain-Name / SLD E-mail Address (the "Third Level Renewal Fee"). The Third Level Renewal Fee shall be paid in full by Registrar sponsoring the Third Level Domain-Name / SLD E-mail Address at the time of renewal. The current Third Level Renewal Fees can be obtained from VNDS via phone, email or on <https://knowledge.verisign.com/support/registrar-name/index.html>

2.3. Fees for Transfers of Sponsorship of Third Level Domain-Name / SLD E-mail Address Registrations

Where the sponsorship of a Third Level Domain-Name / SLD E-mail Address is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, VNDS will require the registrar receiving the sponsorship to request a renewal of one year or more for the Third Level Domain-Name / SLD E-mail Address. In connection with that extension, VNDS will charge a Renewal Fee for the requested extension as provided in item 2.2 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 Third Level Domain-Name / SLD E-mail Address registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Third Level Domain-Name / SLD E-mail Address.

3 Defensive Registrations

3.1 Defensive Registration Initial Registration Fee

VNDS will charge a fee for an initial registration of a Defensive Registration (the "Initial Defensive Registration Fee"). The Initial Defensive Registration Fee shall be paid in full by Registrar sponsoring the Defensive Registration at the time of registration and shall be for a duration of ten years. The current Defensive Registration Initial Registration Fees can be obtained from VNDS via phone, email or on <https://knowledge.verisign.com/support/registrar-name/index.html>.

3.2. Defensive Registration Renewal Fee

VNDS will charge a fee per annual increment of a renewal of a registration of a Defensive Registration (the "Defensive Renewal Fee"). The Renewal Fee shall be paid in full by Registrar sponsoring the Defensive Registration at the time of renewal. The current Defensive Registration Renewal Fees can be obtained from VNDS via phone, email or on <https://knowledge.verisign.com/support/registrar-name/index.html>.

3.3. Fees for Transfers of Sponsorship of Defensive Registrations

Where the sponsorship of a Defensive Registration is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, VNDS will require the registrar receiving the sponsorship to request a renewal of one year for the Defensive Registration. In connection with that extension, VNDS will charge a Renewal Fee for the requested extension as provided in item 3.2 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 Defensive Registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Defensive Registration.

4 Namewatch Registrations

4.1 Namewatch Registration Initial Registration Fee

VNDS will charge a fee per annual increment of an initial registration of a Namewatch Registration (the "Initial Namewatch Registration Fee"). The Initial Namewatch Registration Fee shall be paid in full by Registrar sponsoring the Namewatch Registration at the time of registration. The current Namewatch Registration Initial Registration Fee can be obtained from VNDS via phone, email or on <https://knowledge.verisign.com/support/registrar-name/index.html>.

4.2. Namewatch Registration Renewal Fee

VNDS will charge a fee per annual increment of a renewal of a registration of a Namewatch Registration (the "Namewatch Renewal Fee"). The Renewal Fee shall be paid in full by Registrar sponsoring the Namewatch Registration at the time of renewal. The current Namewatch Registration Renewal Fee can be obtained from VNDS via phone, email or on <https://knowledge.verisign.com/support/registrar-name/index.html>.

4.3. Fees for Transfers of Sponsorship of Namewatch Registrations

Where the sponsorship of a Namewatch Registration is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, VNDS will require the registrar receiving the sponsorship to request a renewal of one year or more for the Namewatch Registration. In connection with that extension, VNDS will charge a Renewal Fee for the requested extension as provided in item

4.2 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 Namewatch Registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Namewatch Registration.

5. Bulk Transfers.

For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay VNDS US \$0 (for transfer of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names).

6. Monthly Billing

6.1 Where a Registrar, or if applicable, a Reseller of Registrar, bills a Registrant on a monthly basis for a Registered Name VNDS may offer Registrar to be billed in monthly increments for such eligible Registered Name ("Monthly Billing")

6.2 Only the products covered in Sections 1 and 2 (Registered Names) above are eligible for monthly billing.

6.3 The Monthly Fee charged per Registered Name will be equal to one twelfth (1/12) of the otherwise applicable yearly fee, rounded up to the nearest whole cent. The applicable monthly fee is charged every month the product remains registered.

6.4 Transactions that should be eligible for Monthly Billing must be capable of being separately identified within current EPP functionality.

6.5 Monthly billing requires the execution of a separate standard Monthly Billing agreement that is available upon request.

7. Excess Deletion Fee

7.1 VNDS may charge registrars a fee (the "Excess Deletion Fee") for each Registered Name deleted within the five (5) day add grace period (as specified in Appendix 7, Section 5.5.1(b) of the Registry Agreement, "Grace Period Deletes") during any thirty (30) day period in the event Grace Period Deletes are in excess of ninety percent (90%) of the total number of initial registrations made by the registrar over the relevant time period as determined by VNDS. The initial Excess Deletion Fee shall be US\$0.05 per Grace Period Delete.

The Effective Price charged may from time to time be less than that set forth above as a result of promotions to drive higher demand.

VNDS reserves the right to increase the Fees' set forth above prospectively upon six months advance notice to Registrar.