



Amendment No. 1 to the .XXX Registry
Agreement
(24 June 2011)

ICANN and ICM Registry LLC agree that Appendix 2 of the .XXX Registry Agreement is hereby deleted in its entirety and replaced with a new Appendix 2, in the form attached hereto.

The Parties have duly executed this Amendment as of the first date written below.

**THE INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS**

Name: Kurt Pritz, Senior Vice President, Stakeholder Relations

By: _____

Date: _____

ICM Registry LLC

Name: Stuart Lawley, President & CEO

By: _____

Date: _____

.XXX Agreement Appendix 2

Escrow Agreement

(24 June 2011)

This Registry Data Escrow Agreement ("Agreement") is made as of 24 June 2011 (the "Beginning Date"), by and between ICM Registry LLC ("Registry Operator"), Iron Mountain Intellectual Property Management, Inc. ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Sponsored TLD Registry Agreement dated 30 March 2011 by and between Registry Operator and ICANN ("Sponsored TLD Registry Agreement").

Recitals

- A. Registry Operator and ICANN have entered into the Sponsored TLD Registry Agreement, which requires Registry Operator, during the term of the Sponsored TLD Registry Agreement, to ensure the submission of certain domain name registration data to a reputable escrow agent to be held in escrow.
- B. Pursuant to the Sponsored TLD Registry Agreement, Registry Operator shall ensure the periodic delivery to Escrow Agent of an electronic copy of all Registry Data, as detailed in Subsection 3.1(c) of the Sponsored TLD Registry Agreement and the Exhibits A-D set forth on Appendix 1 of the Sponsored TLD Registry Agreement (incorporated herein by reference, and, as modified from time to time upon mutual consent of the parties hereto, "Appendix 1") (each such delivery referred to as a "Deposit").
- C. Registry Operator and ICANN each desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

Now, therefore, in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. **Content of Deposits.** Deposits will be of two kinds: Full Deposits and Incremental Deposits. Each Full Deposit will consist of Registry Data that reflects the current and complete Registry Database. Incremental Deposits will consist of data that reflects all transactions involving the database that are not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be.
2. **Schedule for Deposits.** Registry Operator must create and deliver or cause to be created and delivered to Escrow Agent a Full Deposit once each week, according to the schedule specified in Exhibit A set forth on Appendix 1. Registry Operator must create and deliver or cause to be created and delivered to Escrow Agent an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A set forth on Appendix 1. All parties understand and agree that Escrow Agent is only responsible for performance of its obligations as specified in the copy of Appendix 1 (Exhibits A-D) attached to the Sponsored TLD Registry Agreement as of the Beginning Date of this Agreement and that Escrow Agent shall be obligated only to future amendments to Appendix 1 (Exhibits A-D) that are mutually agreed to in writing by ICANN, Registry Operator, and Escrow Agent.
3. **Format of Deposits.** The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the Escrow Deposit Format Specification (the "Format Specification"), specified in Exhibit B set forth on Appendix 1.
4. **Procedure for Deposits.** Each properly formatted Full Deposit and Incremental Deposit shall be processed and electronically delivered in encrypted form to Escrow Agent according to the transfer process described in Exhibit C set forth on Appendix 1.
5. **Notification of Deposits.** Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall instruct the delivery to Escrow Agent and ICANN of a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Full or Incremental Deposit by the ICANN-provided software (as described in Exhibit C set forth on Appendix 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry Operator (or Registry Operator's agent at Registry Operator's direction) according to the procedures described in Exhibit C set forth on Appendix 1 and is complete and accurate. Escrow Agent shall notify ICANN of all Deposits received, within two business days of receipt.

6. **Verification.** Within two business days after receiving each Full or Incremental Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit D set forth on Appendix 1 and shall deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, including by email and fax, Registry Operator and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry Operator shall begin or cause the beginning of the development of modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall deliver or cause the delivery of such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall send ICANN a copy of the successful report within twenty-four hours. The failure of any Full or Incremental Deposit to meet verification procedures and any efforts by Registry Operator to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit A set forth on Appendix 1. Escrow Agent shall deliver, on the first business day of each month, (i) a written certification to ICANN that Escrow Agent has performed such verification procedures on each Deposit received during the last month, and (ii) copies of the verification reports generated for each Deposit received during the last month.

7. **Retention and Confidentiality.**

7.1 **Retention.** Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility that is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. ICANN and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

7.2 **Destruction of Deposits.** At all times, Escrow Agent shall retain the four most recent Full Deposits and all Incremental Deposits after the earliest of those four Full Deposits, all of which must have passed the verification procedures specified in Exhibit D set forth on Appendix 1.

Escrow Agent may destroy any Deposits reflecting the Registry Database prior to these four most recent Full Deposits.

7.3 Confidentiality. Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit (or any copies of any Deposit). Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 9.1.6 and 13 of this Agreement), Escrow Agent shall notify Registry Operator and ICANN within seven days or as soon as practicable and reasonably cooperate with Registry Operator and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

8. **Duplication.** Escrow Agent may duplicate any Deposit by any commercially reasonable means in order to comply with the terms and provisions of this Agreement, provided that Registry Operator shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Registry Operator, may reasonably require Registry Operator to promptly oversee the duplication of any Deposit.
9. **Release of Deposits to ICANN.** Within five business days after Escrow Agent's receipt of the required notices specified in Section 9.1, together with the documents specified in Section 9.2-9.4, Escrow Agent shall deliver to ICANN all Deposits, or a copy of all Deposits, in Escrow Agent's possession:

9.1 One of the following notices:

9.1.1 A written notice by Registry Operator requesting Escrow Agent to effect such delivery to ICANN; or

9.1.2 A written notice by ICANN that the Sponsored TLD Registry Agreement has: (i) expired without renewal, pursuant to Article IV of the Sponsored TLD Registry Agreement, or (ii) been

terminated in accordance with Article VI of the Sponsored TLD Registry Agreement; or

9.1.3 A written notice by ICANN that all of the following have occurred:

9.1.3.1 ICANN failed, with respect to (a) any Full Deposit or (b) five Incremental Deposits within any calendar month, to receive, within five calendar days after the Deposit's scheduled delivery date, notification of receipt from Escrow Agent; and

9.1.3.2 ICANN gave notice to Escrow Agent and Registry Operator of that failure; and

9.1.3.3 ICANN has not, within seven calendar days after the notice under Section 9.1.3.2, received notice from Escrow Agent that the Deposit has been received;

or

9.1.4 A written notice by ICANN that all of the following have occurred:

9.1.4.1 ICANN has received notification from Escrow Agent of failed verification of a Full Deposit or failed verification of five Incremental Deposits within any calendar month; and

9.1.4.2 ICANN gave notice to Registry Operator of that receipt; and

9.1.4.3 ICANN has not, within seven calendar days after the notice under Section 9.1.4.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.5 A written notice by ICANN that release of the Deposits is mandated by non-payment of any fees due to Escrow Agent, pursuant to Section 15 of this Agreement; or

9.1.6 A written notice by ICANN that a court, arbitral, legislative, or government agency that ICANN finds to be of competent jurisdiction has issued an order, rule, statute, regulation, or other requirement (a copy of which ICANN has provided to Registry Operator) that mandates the release of the Deposits to ICANN; or

9.1.7 A written notice by ICANN that (i) Registry Operator has made an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings have been commenced against Registry Operator and have not been dismissed within 60 days, (iii) a trustee, receiver, liquidator or equivalent has been appointed over Registry Operator or over any of its property, (iv) execution has been levied upon any property of Registry Operator, (v) proceedings have been instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and have not been dismissed within 60 days, or (vi) Registry Operator liquidated, dissolved or otherwise discontinued its operations or the operation of the TLD;

and

9.2 A written statement from ICANN or Registry Operator (whichever gave the notice under Section 9.1) to Escrow Agent that ICANN or Registry Operator (whichever gave the notice under Section 9.1) has previously notified the other party in writing; and

9.3 Written instructions from ICANN or Registry Operator (whichever gave the notice under Section 9.1) to Escrow Agent specifying the manner in which the Deposits are to be released and delivered to ICANN; and

9.4 A written undertaking by ICANN to Escrow Agent that the Deposits will be used only as permitted under the terms of the Sponsored TLD Registry Agreement. Upon release of any Deposits to ICANN, Escrow

Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice(s) it received from ICANN under Sections 9.1.2 to 9.1.6, as applicable.

10. Release of Deposit to Registry Operator Upon Termination. Escrow Agent shall deliver all Deposits to Registry Operator upon termination of this Agreement in accordance with Section 14.2.

11. Procedure After Release.

11.1 Right to Use Deposits. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the Sponsored TLD Registry Agreement) shall immediately have the right, subject to Section 9.4 above, to exercise or have exercised all rights in the Deposits pursuant to the Sponsored TLD Registry Agreement, including as necessary to provide registry services.

11.2 Objection Notices. Upon release of any Deposits to ICANN pursuant to Section 9, Registry Operator shall have thirty calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in the Sponsored TLD Registry Agreement. Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement according to Section 17.2. The parties agree that (i) Registry Operator shall have no rights (other than pursuant to this Section 11.2) to object to any release of the Deposits, and (ii) the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to ICANN pursuant to Section 9.

11.3 Dispute-Resolution Procedures. Registry Operator and ICANN each agrees that it may not challenge, in proceedings for the resolution of disputes between or among those parties under this Agreement, the resolution of any issues, claims, or defenses that were decided, or which it had a reasonable opportunity and motive to raise, in proceedings to which it was a party under the Sponsored TLD Registry Agreement. For avoidance of doubt, Escrow Agent is not a party to the Sponsored TLD Registry Agreement and, except as provided in Section 2 above, is not bound by its terms, but Escrow Agent agrees to work in

good faith with ICANN and Registry Operator to facilitate the resolution of any proceedings relating to this Agreement brought pursuant to the Dispute Resolution Procedures.

11.4 Withdrawal of Objection Notice. Registry Operator may, at any time, notify the other parties that it wishes to withdraw its Objection Notice.

11.5 Dispute Resolution Decisions.

11.5.1 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been proper, Escrow Agent shall promptly deliver, in accordance with the instructions specified in Section 9.3, any Deposits that have not previously been delivered.

11.5.2 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been improper, ICANN shall promptly return or destroy, at Registry Operator's discretion, the Deposits received under Section 9.

12. Infringement Indemnification. Anything in this Agreement to the contrary notwithstanding, Registry Operator at its own expense shall defend and hold ICANN and Escrow Agent (the "Indemnified Party") fully harmless against any claim or action asserted against the Indemnified Party (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Escrow Agent's following of explicit instructions from Registry Operator, Escrow Agent's possession of the Deposit, or ICANN's use of the Deposit within the scope of this Agreement, infringes any patent, copyright, license or other proprietary right of any third party. When the Indemnified Party has notice of a claim or action, it shall promptly notify Registry Operator in writing. At its option, Registry Operator may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of the Indemnified Party without such Party's prior written consent, which consent shall not be unreasonably delayed or withheld. An Indemnified Party shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

13. Interpleader.

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne equally by each of Registry Operator and ICANN that are parties to such interpleader or similar action.

13.2 Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

14. Term and Termination.

14.1 **Term.** The initial term of this Agreement shall be one year, commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry Operator and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry Operator and ICANN shall resolve any such disputes through Subsection 5.1 of the Sponsored TLD Registry Agreement; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry Operator or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E attached hereto.

14.2 **Termination.** This Agreement shall terminate upon the occurrence of any of the following:

14.2.1 Termination of this Agreement by Registry Operator and ICANN, upon having delivered to Escrow Agent a written notice signed by ICANN stating their common intent to terminate this Agreement upon ninety days' notice;

14.2.2 Termination of this Agreement by Escrow Agent pursuant to Section 15; or

14.2.3 As provided in Section 14.1.

15. Fees and Payments. Registry Operator shall pay to Escrow Agent the applicable fees and charges listed in Exhibit E attached hereto as compensation for Escrow Agent's services under this Agreement. Fees and charges under this Agreement are due within thirty (30) calendar days from the date of invoice in U.S. currency. If Registry Operator fails to pay any fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Registry Operator of non-payment of any such past-due fees hereunder and, in that event, the Registry Operator shall have the right to pay the past-due fee(s) within ten business days after receipt of the notice from Escrow Agent. If Registry Operator fails to pay in full all such past-due fees during the ten day period, Escrow Agent shall give notice of non-payment of any past-due fees to ICANN and, in that event, ICANN shall have the right but not the obligation to pay the past-due fee within ten business days of receipt of such notice from Escrow Agent. In the event ICANN shall pay such past-due fees hereunder, ICANN may pursue a claim of recoupment of such fees from Registry Operator pursuant to the dispute resolution procedures set forth in the Sponsored TLD Registry Agreement. Upon payment of the past-due fee by Registry Operator or ICANN, this Agreement shall continue in full force and effect. If Registry Operator or ICANN fail to pay the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all other parties, and, upon termination and pursuant to Section 9 (see 9.1.5)), Escrow Agent shall deliver to ICANN all Deposits held by Escrow Agent.

16. Ownership of Deposit Materials. Subject to the provisions of the Sponsored TLD Registry Agreement (including Subsection 6.5), the parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Registry Operator at all times.

17. Miscellaneous.

17.1 Remedies. For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or

other writing signed or presented by a person with apparent authority to act on behalf of Registry Operator or ICANN.

17.2 Dispute Resolution. Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement, including any objections to release of the Deposits pursuant to Section 9.1, solely pursuant to the dispute-resolution procedures in Subsection 5.1 of the Sponsored TLD Registry Agreement.

17.3 Limitation of Liability and Consequential Damages Waiver.

17.3.1 Except for: (i) liability for death or bodily injury; or (ii) liability arising out of gross negligence or willful misconduct, in any dispute between Registry Operator and/or ICANN on the one hand and Escrow Agent on the other hand, all liability of Escrow Agent, Registry Operator and/or ICANN related to this Agreement, if any, whether arising in contract, tort (including negligence) or otherwise, shall be limited to an amount equal to the then annual fees paid to Escrow Agent under this Agreement.

17.3.2 As between Registry Operator and ICANN the liability limitations of the Sponsored TLD Registry Agreement also apply.

17.3.3 In no event shall any party to this Agreement be liable to another party for any incidental, special, punitive or consequential damages, lost profits, any costs or expenses for the procurement of substitute services (excluding substitute escrow services), or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties.

17.3.4 Obligations under the Infringement Indemnification of Section 12 and breaches of Section 7.3 of the Agreement that are based on intentional or deliberate misconduct are expressly excluded from this Limitation of Liability provision.

17.4 Independent Contractor. Escrow Agent is an independent contractor and is not an employee or agent of Registry Operator or ICANN.

17.5 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by Registry Operator, ICANN, or Escrow Agent to any non-party to this Agreement, including but not limited to any domain-name registrant or registrar.

17.6 Amendments. This Agreement shall not be modified or amended except in writing executed by each of the parties.

17.7 Assignment. Neither Registry Operator nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise) without the prior written consent of the other parties hereto (which consent shall not be unreasonably withheld), except that the rights and obligations of Registry Operator or ICANN automatically shall be transferred to the assignee of such party's rights and obligations under the Sponsored TLD Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of Registry Operator and ICANN which consent shall not be unreasonably withheld or delayed. Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of ICANN or Registry Operator unless Escrow Agent receives clear, authoritative and conclusive written evidence of the change of parties.

17.8 Entire Agreement. This Agreement, including all exhibits referenced herein, supersedes all prior discussions, understandings, and agreements between Escrow Agent and the other parties with respect to the data escrow services. Registry Operator and ICANN acknowledge and agree that, as between themselves, the Sponsored TLD Registry Agreement (including all its appendices) is intended to co-exist with this Agreement; this Agreement is supplementary to the Sponsored TLD Registry Agreement; and the Sponsored TLD Registry Agreement shall control in the event of any conflict between this Agreement and the Sponsored TLD Registry Agreement.

17.9 Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and

all of which when taken together shall constitute one and the same Agreement.

17.10 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

17.11 Notices. All notices, requests, instructions or documents required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly at receiver's request by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement. If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction, or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction, or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein. Any correctly addressed notice to the last known address of the other parties that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

17.12 Survival. Sections 7.3, 9, 10, 11, 12, 13, 17.3 and this Section 17.12 shall survive any termination of this Agreement.

17.13 No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power, or single or partial exercise of any right, power, or remedy by any party will preclude any other or further exercise of that or any other right, power, or remedy. No

express waiver or assent by any party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

17.14 Regulations. ICANN and Registry Operator are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which a Deposit may be delivered in accordance with the provisions of this Agreement. With respect to a Deposit containing personal information and data, Registry Operator agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or is enacted which is contrary to the obligations imposed upon Escrow Agent hereunder, and results in the activities contemplated hereunder becoming unlawful, Escrow Agent will be relieved of its obligations hereunder unless and until such time as such activity is permitted.

17.15 Force Majeure. No party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(balance of this page intentionally left blank – signature page follows)

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

Escrow Agent

By:

Title: _____

Print Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Registry Operator

By:

Title: _____

Print Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Internet Corporation for Assigned Names and Numbers

By:

Title: _____

Print Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____