

ICANN

REGISTRAR ACCREDITATION AGREEMENT

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This REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation, and _____ ("Registrar"), a _____, and shall be deemed made on _____, 1999, at Los Angeles, California, USA.

I. DEFINITIONS

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

A. "Accredit" means to identify and set minimum standards for the performance of registration functions and to recognize persons or entities meeting those standards.

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

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

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

E. "IP" means Internet Protocol.

F. "NSI" refers to Network Solutions, Inc.

G. "NSI or any successor registry administrator" refers to NSI unless and until a different registry administrator is designated by ICANN or the United States Department of Commerce for the applicable TLD, in which case it refers to such different registry administrator and not NSI.

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

I. The word "Registrar," when appearing with an initial capital letter, refers to _____, a party to this Agreement.

J. The word "registrar," when appearing without an initial capital letter, refers to a person or entity that acts as an interface between domain name holders and a registry, collecting registration data about the domain name holders and submitting zone file information for entry in the registry, either directly or through the registry administrator.

K. A "registry" is a database containing the zone file(s) of one or more DNS domains, including lower-level domain names, corresponding IP addresses, and related data.

L. A "registry administrator" is the person or entity responsible for administering a registry.

M. An "SLD" is a second-level domain of the DNS.

N. An SLD registration is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the SLD holder or, in the event a registrar loses accreditation, as ICANN directs.

O. A "TLD" is a top-level domain of the DNS.

II. RECITALS

A. In its June 1998 statement of policy concerning "Management of Internet Names and Addresses," 63 Fed. Reg. 31741 (1998), the U.S. Government adopted a policy of transitioning management responsibility for DNS functions then performed by, or on behalf of, the U.S. Government to a new, not-for-profit corporation formed by private-sector Internet stakeholders.

B. ICANN was formed to serve as that not-for-profit corporation.

C. On October 6, 1998, the U.S. Government and NSI entered into Amendment 11 to their

Cooperative Agreement No. NCR-921874, which provides means to introduce robust competition in the provision of registrar services within the .com, .net, and .org TLDs, for which NSI now acts as the registry administrator.

D. Amendment 11 ascribed to the not-for-profit corporation (which it referred to as "NewCo") the responsibility for accrediting registrars for the .com, .net, and .org TLDs.

E. On November 25, 1998, the U.S. Government and ICANN entered into a Memorandum of Understanding by which they are collaboratively designing, developing, and testing the mechanisms, methods, and procedures that should be in place and the steps necessary to transition DNS management functions to the private sector.

F. On February 8, 1999, proposed guidelines for accreditation of registrars were posted on ICANN's web site and ICANN solicited and received numerous oral and written public comments on that proposal.

G. On February 26, 1999, the U.S. Government formally recognized ICANN "as the 'NewCo' identified in Amendment 11 of the Cooperative Agreement for the purposes of carrying out the functions and activities ascribed to 'NewCo' in that Amendment."

H. On March 4, 1999, after considering the comments received, ICANN's Board of Directors adopted policies for accreditation of registrars for the .com, .net, and .org TLDs.

I. Registrar has applied for and seeks accreditation as a registrar in the .com, .net, and .org TLDs.

III. TERMS AND CONDITIONS OF AGREEMENT

The parties agree as follows:

A. Accreditation. During the term of this Agreement, Registrar is hereby accredited by ICANN to act as a registrar (including to insert and renew registration of SLDs in the registry) for the .com, .net, and .org TLDs.

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

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

1. As part of its registration of all SLD registrations in the .com, .net, and .org TLDs, Registrar shall submit to, or shall place in the registry operated by, NSI or any successor registry administrator the following data elements concerning SLD registrations that Registrar processes :

- a. The name of the SLD being registered;
- b. The IP addresses of the primary nameserver and any secondary nameservers for the SLD;
- c. The corresponding names of those nameservers;
- d. The identity of Registrar; and
- e. Unless waived by ICANN, the expiration date of the registration.

2. Within two business days after receiving any updates from the SLD holder to the data elements listed in Sections III.C.1.b and c for any SLD registration Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the registry operated by, NSI or any successor registry administrator.

3. Within ten days of any request by ICANN, Registrar shall submit an electronic database containing the data elements listed in Sections III.C.1.a through d for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to an existing or a substitute registry administrator designated by ICANN for the appropriate TLD. This submission is to allow reconstitution of the registry in the event of a technical failure of the registry or change in designated registry administrator.

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

1. At its expense, Registrar shall provide public access on a real-time basis (such as through a Whois service) to those data elements, that are designated from time to time according to an ICANN-adopted policy, concerning all active SLD registrations sponsored by Registrar in the registry for the .com, .net, and .org TLDs. Until ICANN otherwise designates, this data shall consist of:

- a. The name of the SLD being registered;
- b. The IP addresses of the primary nameserver and any secondary nameservers for the SLD;
- c. The corresponding names of those nameservers;
- d. The identity of Registrar;
- e. The original creation date of the registration;
- f. The expiration date of the registration;
- g. The name and postal address of the SLD holder;
- h. The name, postal address, e-mail address, voice telephone number, and where available fax number of the technical contact for the SLD;
- i. The name, postal address, e-mail address, voice telephone number, and where available fax number of the administrative contact for the SLD;
- j. The name, postal address, e-mail address, voice telephone number, and where available fax number of the zone contact for the SLD; and
- k. Any remark concerning the registered SLD name that should appear in the Whois data.

2. Upon receiving any updates to the data elements listed in Sections III.D.1.b through d and f through k from the SLD holder, Registrar shall promptly update its database used to provide the public access described in Section III.D.1.

3. Registrar may subcontract its obligation to provide the public access described in Section III.D.1 and the updating described in Section III.D.2 to another entity with ICANN's prior written approval (which shall not arbitrarily be withheld) of the subcontractor and the terms and conditions of the subcontract. In the event of subcontracting, Registrar shall remain fully responsible for the proper provision of the access and updating.

4. In the event ICANN adopts a policy that the real-time public access described in Section III.D.1 should be provided by an entity other than Registrar, Registrar shall provide up-to-date data for the elements listed in Sections III.D.i.b through k, in an electronic format specified by ICANN, for all active SLD registrations sponsored by Registrar to the entity designated by ICANN to provide the access. The data shall be provided within ten days of ICANN's designation of any such provider. Thereafter, for so long as ICANN's designation of the provider remains in effect, Registrar promptly shall provide the data elements listed in Sections III.D.1.a through k for new SLD registrations and updates to registration data to the designated provider, all in an electronic format specified by ICANN. Registrar shall bear the cost of providing the data to the designated provider.

5. To comply with applicable statutes and regulations or for other reasons, ICANN may from time to time adopt policies establishing limits on the data concerning SLD registrations that Registrar may make available to the public and on the manner in which Registrar may make them available. In the event ICANN adopts such policies, Registrar shall abide by them.

E. Retention of SLD Holder and Registration Data.

1. During the term of this Agreement, Registrar shall maintain its own electronic database containing up-to-date data for the elements listed in Sections III.D.1.a through k, as well as the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact, for each active SLD registration sponsored by it in the registry for the .com, .net, and .org TLDs.

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

a. In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted to the registry;

b. In electronic, paper, or microfilm form, all written communications constituting registration orders, modifications, or terminations and related correspondence with actual SLD holder-customers or those seeking to become SLD holder-customers, including order templates; and

c. In electronic form, records of the accounts of all SLD holder-customers with Registrar, including dates and amounts of all

payments and refunds.

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

F. Rights in Data. Registrar disclaims all rights to ownership or exclusive use of the data elements listed in Sections III.C.1.a through c and III.D.1.a through c for all SLD registrations submitted by Registrar to, or sponsored by Registrar in, any registry. Registrar shall be permitted to claim rights in the data elements listed in Sections III.C.1.d and e and III.D.1.d through k concerning active SLD registrations sponsored by it in the registry for the .com, .net, and .org TLDs, subject to (1) a non-exclusive, irrevocable, royalty-free license to ICANN to exercise or have exercised all such rights for or on behalf of ICANN throughout the world, which ICANN may sublicense to any other registrar it accredits in the event Registrar's accreditation agreement is terminated or expires without renewal; and (2) a non-exclusive, irrevocable, royalty-free license to make use of and disclose the data elements listed in Sections III.D.1.d through k in a service (such as a Whois service) providing real-time public access. Upon a change in sponsorship from Registrar of any SLD registration in the registry for the .com, .net, and .org TLDs, Registrar's rights to the data elements listed in Sections III.C.1.d and e and III.D.1.d through k concerning that registration shall automatically be transferred to the newly sponsoring registrar, provided that the registrar losing sponsorship shall be permitted to continue to use the data. Nothing in this Section III.F prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with any ICANN-adopted policies or (2) transferring rights it claims in data elements subject to the licenses and automatic-transfer provisions stated in this Section III.F.

G. Data Escrow. During the term of this Agreement, on a daily basis or on such other schedule as ICANN may from time to time specify, Registrar shall submit to ICANN or to an independent escrow agent ICANN designates, an electronic copy, in a format specified by ICANN, of the database described in Section III.E.1 above. The escrowed data shall be held by ICANN or the escrow agent under an escrow agreement that specifies that the escrowed data may be used only in the event that Registrar's accreditation agreement is terminated or expires without renewal.

H. Conduct of Registrar When Also Serving as Registry Administrator. [Reserved]

I. Business Dealings, Including with SLD Holders.

1. In the event ICANN adopts a policy establishing or approving any Code of Conduct for DNS registrars, Registrar shall abide by that Code.

2. Registrar shall abide by all applicable laws and governmental regulations.

3. Registrar shall not represent to any actual or potential SLD holder that Registrar enjoys access to a registry for which Registrar is accredited that is superior to that of any other registrar accredited for that registry.
4. Registrar shall not activate any SLD registration unless and until it is satisfied that it has received payment of its registration fee. For this purpose, a charge to a credit card or other mechanism providing a reasonable assurance of payment shall be sufficient.
5. Registrar shall register SLDs to SLD holders only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the SLD holder to pay a renewal fee within the time specified in a second notice or reminder shall result in cancellation of the registration.
6. Registrar shall not insert or renew any SLD name in any registry for which Registrar is accredited in a manner contrary to an ICANN-adopted policy stating a list or specification of excluded SLD names that is in effect at the time of insertion or renewal.
7. Registrar shall require all SLD holders to enter an electronic or paper registration agreement with Registrar including at least the following provisions:

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

An SLD holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the SLD holder's registration shall constitute a material breach of the SLD holder-registrar contract and be a basis for cancellation of the SLD registration.

Any SLD holder that intends to license use of a domain name to a

third party is nonetheless the SLD holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical, administrative, and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD.

b. Registrar shall provide notice to each SLD holder-customer stating:

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

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

iii. Which data are obligatory and which data, if any, are voluntary; and

iv. How the data subject can access and, if necessary, rectify the data held about them.

c. The SLD holder shall consent to the data processing referred to in Section III.I.7.b.

d. The SLD holder shall represent that it has provided notice equivalent to that described in Section III.I.7.b above to any third-party individuals whose Personal Data are supplied to Registrar by the SLD holder, and that the SLD holder has obtained consent equivalent to that referred to in Section III.I.7.c above of any such third-party individuals.

e. Registrar shall agree that it will not process the Personal Data collected from the SLD holder in a way incompatible with the purposes and other limitations about which it has provided notice to the SLD holder in accordance with Section III.I.7.b, above.

f. Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

g. The SLD holder shall represent that, to the best of the SLD holder's knowledge and belief, neither the registration of the SLD name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

h. For the adjudication of disputes concerning or arising from use of the SLD name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where Registrar is located.

i. The SLD holder shall agree that its registration of the SLD name shall be subject to suspension, cancellation, or transfer by any ICANN procedure, or by any registrar or registry administrator procedure approved by an ICANN-adopted policy, (1) to correct mistakes by Registrar or the registry administrator in registering the name or (2) for the resolution of disputes concerning the SLD name.

j. The SLD holder shall indemnify, defend, and hold harmless the registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the SLD holder's domain name registration.

8. Registrar shall abide by any ICANN-adopted policies requiring (a) verification of contact information associated with an SLD registration sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with an SLD registration sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with an SLD registration it sponsors, it shall take reasonable steps to correct that inaccuracy.

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

10. Registrar shall maintain in force commercial general liability insurance with policy limits of at least US\$500,000 covering liabilities arising from Registrar's

registrar business during the term of this Agreement.

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

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

K. Accreditation Fees. As a condition of accreditation, Registrar shall pay accreditation fees to ICANN. These fees consist of fixed and variable components. The fixed component for the initial one-year term of this Agreement shall be US\$5,000.00. Payment of the fixed component shall be due upon execution by Registrar of this Agreement and each renewal of this Agreement. The variable component shall be based on the number of SLD registrations inserted or renewed in the .com, .net, and .org registries by Registrar on or after July 1, 1999, and shall be payable monthly in arrears. Within five calendar days following the end of each month during the term of this Agreement beginning July 1999, Registrar shall submit an accounting to ICANN stating the sum of the durations (in years) of all of the registrations inserted or renewed in said registry(ies) by Registrar during the month. At the time the accounting is submitted to ICANN, Registrar shall pay ICANN an amount computed by multiplying that sum by a charge specified from time to time by ICANN, which shall not exceed US\$1.00 per registration-year during the term of this Agreement. On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

L. Termination of Agreement. This Agreement may be terminated by ICANN before its expiration in any of the following circumstances:

1. Registrar requests termination in writing.
2. There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.
3. Any of the following circumstances apply with respect to Registrar or any officer, director, manager, employee, or owner (including a beneficial owner) of five or more percent of the ownership interests of Registrar:

A. within the past ten years, conviction of a felony or of a misdemeanor related to financial activities, or being judged by a court to have committed fraud or breach of fiduciary duty, or being subject of a judicial determination that ICANN deems as the substantive equivalent of any of these;

B. within the past ten years, discipline by any government or industry regulatory body for conduct involving dishonesty or misuse of funds of others;

C. current involvement in any judicial or regulatory proceeding that could result in a conviction, judgment, determination or discipline of the type specified in (A) or (B); or

D. presently being the subject of disqualification imposed by ICANN for violations of a registrar accreditation agreement.

4. Registrar fails to cure any breach of this Agreement within thirty days after ICANN gives Registrar notice of the breach.

5. Registrar acts in a manner that ICANN reasonably determines endangers the stability and operational integrity of the Internet.

6. Registrar ceases doing business as a registrar.

7. Registrar becomes bankrupt or insolvent.

This Agreement may be terminated in circumstances 2 through 6 above only upon fifteen days notice to Registrar, with Registrar being given an opportunity during that time to initiate arbitration under Section III.N below to determine the appropriateness of termination under this Agreement. In cases where ICANN reasonably determines that immediate action is urgently required to preserve the stability of the Internet or protect third parties, it may suspend Registrar's accreditation immediately on notice to Registrar for the fifteen-day period or, if arbitration is requested, until that arbitration is concluded. This Agreement may be terminated immediately upon notice to Registrar in circumstance 7 above.

M. Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall have an initial term of one year, unless sooner terminated. If Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the accreditation requirements then in effect. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the applicable

ICANN accreditation agreement prevailing at the time of renewal (which may differ from those of this Agreement) by signing a new accreditation agreement. In the event that, during the term of this Agreement, ICANN posts on its web site an updated form of registrar accreditation agreement applicable to accredited registrars in the .com, .net, or .org TLDs, Registrar (provided it has not received a notice of termination of this Agreement under Section III.L above) may elect, by giving ICANN ten days written notice, to substitute the terms of that updated agreement for those of this Agreement. In the event of such substitution, the term of the substituted agreement shall be the same as the term of this Agreement.

N. Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including disputes arising from ICANN's failure to renew Registrar's accreditation, shall be resolved by arbitration conducted pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorney's fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the arbitration hearing. In the event litigation arises involving ICANN concerning this Agreement (such as to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court located in Los Angeles in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek preliminary and/or emergency relief in any court of competent jurisdiction, which shall not be a waiver of this arbitration agreement; provided, however, that in the event Registrar seeks preliminary and/or emergency relief, the exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA.

O. Limitations on Monetary Remedies for Violations of this Agreement. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of accreditation fees paid by Registrar to ICANN under Section III.K of this Agreement. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to accreditation fees owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.

P. Handling by ICANN of Registrar-Supplied Data. Before receiving any Personal Data from Registrar, ICANN shall specify to Registrar in writing the purposes for and conditions under which ICANN intends to use the Personal Data. ICANN may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty days after it is provided to Registrar. ICANN shall

not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data were provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.

Q. Miscellaneous.

1. Assignment. Registrar may assign or transfer this Agreement only with the prior written consent of ICANN, which ICANN may grant or withhold in its sole discretion. ICANN may assign this Agreement to another non-profit corporation organized for the same or similar purposes as ICANN by giving Registrar written notice of the assignment and of the assignee's acceptance of ICANN's obligations under this Agreement.

2. Third-Party Beneficiary. NSI or any successor registry administrator shall be an intended third-party beneficiary of the obligations of Registrar stated in Sections III.F, III.I.2, III.I.3, III.I.6, III.I.7, III.I.8, III.I.9, and III.J of this Agreement, provided that ICANN and Registrar retain the power to discharge or modify any such obligation by subsequent agreement without consent of the third-party beneficiary. Any enforcement by NSI or any successor registry administrator of an obligation of Registrar shall be governed by Section III.N of this Agreement. Except as provided in this paragraph, this Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this Agreement, including any SLD holder.

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

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
Registrar Accreditation
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292

Telephone: 1/310/823-9358

Facsimile: 1/310/823-8649

With a copy to:

If to Registrar, addressed to:

With a copy to:

4. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

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

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

7. Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

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

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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Michael M. Roberts

Interim President and CEO

[REGISTRAR]

By: _____