

## **.COM Registry-Registrar Agreement**

This Registry-Registrar Agreement (the "Agreement") is dated as of \_\_\_\_\_ ("Effective Date") by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, Virginia 20166, and its wholly owned subsidiaries ("VNDS"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, 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, multiple registrars provide Internet domain name registration services within the .COM top-level domain wherein VNDS operates and maintains certain TLD servers and zone files;

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .COM TLD.

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

1.2. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

1.3. "IP" means Internet Protocol.

1.4. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, 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. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.5. "Registry TLD" means the .COM TLD.

1.6. The "System" refers to the multiple registrar system operated by VNDS for registration of Registered Names in the Registry TLD.

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

1.8. The "Licensed Product" refers to the intellectual property required to access the Supported Protocol, and to the APIs, and software, collectively.

1.9. "EPP" means the Extensible Provisioning Protocol.

1.10. "RRP" means the Registry Registrar Protocol.

1.11. "Supported Protocol" means VNDS's implementation of RRP, EPP, or any successor protocols supported by the System.

## **2. OBLIGATIONS OF THE PARTIES**

**2.1. System Operation and Access.** Throughout the Term of this Agreement, VNDS shall operate the System and provide Registrar with access to the System to transmit domain name registration information for the Registry TLD to the System.

**2.2. Distribution of RRP, EPP, APIs and Software.** No later than three business days after the Effective Date of this Agreement, VNDS shall make available to Registrar (i) full documentation of the Supported Protocol, (ii) "C" and/or "Java" application program interfaces ("APIs") to the Supported Protocol with documentation, and (iii) reference client software ("Software") that will allow Registrar to develop its system to register second-level domain names through the System for the Registry TLD. If VNDS elects to modify or upgrade the APIs and/or Supported Protocol, VNDS shall provide updated APIs to the Supported Protocol with documentation and updated Software to Registrar promptly as such updates become available.

**2.3. Registrar Responsibility for Customer Support.** Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer (the "Registered Name Holder") orders.

**2.4. Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the System that are made available to Registrar from time to time.

**2.5. License.** Registrar grants VNDS as Registry a non-exclusive nontransferable worldwide limited license to the data elements consisting of the Registered Name, the IP addresses of nameservers, and the identity of the registering registrar for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by VNDS's Registry Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time.

## **2.6. Registrar's Registration Agreement and Domain Name Dispute Policy.**

Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The initial form of Registrar's registration agreement is attached as Exhibit A (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend its form(s) of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is made available to VNDS in advance of the use of such amended registration agreement. 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. Registrar shall have developed and employ in its domain name registration business a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit B (which may be amended from time to time by Registrar, provided a copy is made available to VNDS in advance of any such amendment).

**2.7. Secure Connection.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each RRP or EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every RRP or EPP client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry 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.

**2.7.1 Authorization Codes.** At such time as Registrar employs EPP, 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 domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by VNDS. The Registrar shall provide the Registered Name 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 Name Holder regarding access to and/or modification of an authorization code within ten (10) calendar days.

**2.8. Domain Name Lookup Capability.** Registrar agrees to employ in its domain name registration business VNDS's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

**2.9. Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of Registered Name 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”).

**2.10. Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the registry database, the time shown in the VNDS records shall control.

**2.11. Compliance with Operational Requirements.** Registrar agrees to comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, 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 (“Operational Requirements”), including affiliates of VNDS, and consistent with VNDS's Registry Agreement with ICANN, as applicable, upon VNDS's notification to Registrar of the establishment of those terms and conditions.

**2.12. Resolution of Technical Problems.** Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, or upon Registrar's violation of Operational Requirements, VNDS may, in its sole discretion, temporarily suspend or restrict access to the System. Such temporary suspensions or restrictions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of VNDS.

**2.13. Prohibited Domain Name Registrations.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

**2.14. Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require each Registered Name holder to indemnify, defend and hold harmless VNDS, and its directors, officers, employees, agents, and affiliates 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 Name holder's domain name registration.

### **3. LICENSE**

**3.1. License Grant.** Subject to the terms and conditions of this Agreement, VNDS hereby grants Registrar and Registrar accepts a non-exclusive, nontransferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name Holders. Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

**3.2. Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of VNDS, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the 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 Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of VNDS or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

**3.3. Changes to Licensed Materials.** VNDS may from time to time replace or make modifications to the Licensed Product licensed hereunder. In the event of a change in the Supported Protocol from RRP to EPP, Registrar shall migrate to, or implement, such Supported Protocols within eighteen (18) months of notice of such modification. For all other changes, VNDS will provide Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the Supported Protocol, APIs or software licensed hereunder.

## **4. SUPPORT SERVICES**

**4.1. Engineering Support.** VNDS agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. EST or at such other times as may be mutually agreed upon) to address engineering issues arising in connection with Registrar's use of the System.

**4.2. Customer Service Support.** During the Term of this Agreement, VNDS will provide reasonable telephone and e-mail customer service support to Registrar, not Registered Name Holder or prospective customers of Registrar, for nontechnical issues solely relating to the System and its operation. VNDS will provide Registrar with a telephone number and e-mail address for such support during implementation of the Supported Protocol, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. VNDS will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

## **5. FEES**

### **5.1. Registration Fees.**

(a) Registrar agrees to pay VNDS the non-refundable fees set forth in Exhibit D for initial and renewal registrations and other services provided by VNDS (collectively, the "Registration Fees").

(b) VNDS reserves the right to adjust the Registration Fees, provided that any price increase shall be made only upon six (6) months prior notice to Registrar, and provided that such adjustments are consistent with VNDS's Registry Agreement with ICANN.

(c) Registrars shall provide VNDS a payment security comprised of an irrevocable letter of credit, cash deposit account or other acceptable credit terms agreed by the Parties (the "Payment Security"). VNDS will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of VNDS's invoice and shall be secured by the Payment Security. If Registrar's Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Payment Security is replenished.

**5.2. Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy.

(a) For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar agrees to pay VNDS the renewal registration fee associated with a one-year extension, as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer.

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

Fees under this Section 5.2 shall be due immediately upon receipt of VNDS's invoice pursuant to the Payment Security.

**5.3. Charges for ICANN Fees.** Registrar agrees to pay to VNDS, within ten (10) days of VNDS's invoice, any variable registry-level fees paid by VNDS to ICANN, which fees shall be secured by the Payment Security. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(a) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed US\$0.25.

(b) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

**5.4. Non-Payment of Fees.** Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within five (5) days of the date when due, VNDS may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Section 6.1(b) below; and (iv) pursue any other remedy under this Agreement.

## **6. MISCELLANEOUS**

### **6.1. Term of Agreement and Termination.**

**(a) Term of the Agreement; Revisions.** The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or VNDS ceases to operate the registry for the Registry TLD. In the event that revisions to VNDS's Registry-Registrar Agreement are approved or adopted by ICANN, Registrar shall have thirty (30) days from the date of notice of any such revision to review, comment on, and execute an amendment

substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within such thirty (30) day period, terminate this Agreement immediately by giving written notice to VNDS; provided, however, that in the event VNDS does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period of the date of the notice, Registrar shall be deemed to have executed such amendment as of the thirty-first (31st) day after the date of the notice.

**(b) Termination For Cause.** In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the nonbreaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

**(c) Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving VNDS thirty (30) days notice of termination.

**(d) Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation for the Registry TLD by ICANN, or its successor, is terminated or expires without renewal.

**(e) Termination in the Event that Successor Registry Operator is Named.** This Agreement shall terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to operate the registry for the Registry TLD.

**(f) Termination in the Event of 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.

**(g) Effect of Termination.** Upon expiration or termination of this Agreement, VNDS will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to VNDS for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed registrar(s) of the Registry, in compliance with Part B of the Transfer Policy, or any other procedures established or approved by the U.S. Department of Commerce or ICANN, as appropriate, and (ii) either return to VNDS or certify to VNDS the destruction of all data, software and documentation it has received under this Agreement.



**(h) Survival.** In the event of termination of this Agreement, the following shall survive: (i) Sections 2.5, 2.6, 2.14, 6.1(g), 6.2, 6.6, 6.7, 6.10, 6.12, 6.13, 6.14, and 6.16; (ii) the Registered Name Holder's obligations to indemnify, defend, and hold harmless VNDS, as stated in Section 2.14; and (iii) Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

**6.2. No Third Party Beneficiaries; Relationship of the Parties.** This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Name Holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

**6.3. Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

**6.4. Further Assurances.** Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

**6.5. Amendment in Writing.** Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties. Any new services approved by ICANN and purchased by Registrar will be subject to such terms and conditions as may be established by VNDS through an appendix to this Agreement executed by Registrar and VNDS.

**6.6. Attorneys' Fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

**6.7. Dispute Resolution; Choice of Law; Venue.** The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. 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.

**6.8. 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 party has given a notice of a change of address in writing:

if to Registrar:

Customer Name:

Attention:

Physical Address:

City, State Postal:

Telephone Number:

Facsimile Number:

e-Mail Address:

with a copy to:

Customer Name:

Attention:

Physical Address:

City, State Postal:

Telephone Number:

Facsimile Number:

e-Mail Address:

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](mailto:atuvesson@verisign.com); and

General Manager  
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21345 Ridgetop Circle  
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Telephone: +1 703 948 3200  
Facsimile: +1 703 421 4873  
E-Mail: [cao@verisign-grs.com](mailto:cao@verisign-grs.com); and

Associate General Counsel  
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21351 Ridgetop Circle  
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Telephone: +1 703 948 3200  
Facsimile: +1 703 450 7492  
E-Mail: [legal-east@verisign.com](mailto:legal-east@verisign.com)

**6.9. Assignment/Sublicense.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of VNDS.

**6.10. Use of Confidential Information.** The Parties' use and disclosure of Confidential Information disclosed hereunder are subject to the terms and conditions of the Parties' Confidentiality Agreement (Exhibit C) that will be executed contemporaneously with this Agreement. Registrar agrees that the RRP, APIs and Software are the Confidential Information of VNDS.

**6.11. Delays or Omissions; 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. No 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.

**6.12. Limitation of Liability.** IN NO EVENT WILL VNDS BE LIABLE TO

REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VNDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6.13. Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

**6.14. Intellectual Property.** Subject to Section 2.5 above, 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.

### **6.15. Representations and Warranties**

**(a) Registrar.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of the \_\_\_\_\_, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after November 4, 1999, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

**(b) VNDS.** VNDS represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by VNDS, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by VNDS in order for it to enter into and perform its obligations under this Agreement.

**(c) Disclaimer of Warranties.** The RRP, EPP, APIs and Software 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 RRP, APIs OR SOFTWARE WILL MEET

REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE RRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE RRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VNDS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE RRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE RRP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

**6.16. Indemnification.** Registrar, at its own expense and within thirty (30) days of presentation of a demand by VNDS under this paragraph, will indemnify, defend and hold harmless VNDS and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against VNDS or any affiliate of VNDS 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 Name Holder of 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; provided, however, that in any such case: (a) VNDS provides Registrar with prompt notice of any such claim, and (b) 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 its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without VNDS's 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.

**6.17. Entire Agreement; Severability.** This Agreement, which includes Exhibits A, B, C, D and E constitutes the entire agreement between the Parties concerning the subject matter hereof 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. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**6.18. Service Level Agreement.** Appendix 10 of the Registry Agreement shall be incorporated into this Agreement and attached hereto as Exhibit E.

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: \_\_\_\_\_  
Date: \_\_\_\_\_

Registrar

Company Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**  
**Registrar's Registration Agreement**

[To be supplied from time to time by Registrar]

**Exhibit B**  
**Registrar's Dispute Policy**

[To be supplied from time to time by Registrar]



## **Exhibit C Confidentiality Agreement**

THIS CONFIDENTIALITY AGREEMENT is entered into by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, Virginia 20166, and its wholly owned subsidiaries ("VNDS"), and \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal place of business in \_\_\_\_\_ ("Registrar"), through their authorized representatives, and takes effect on the date executed by the final party (the "Effective Date").

Under this Confidentiality Agreement ("Confidentiality Agreement"), the Parties intend to disclose to one another information which they consider to be valuable, proprietary, and confidential.

NOW, THEREFORE, the parties agree as follows:

### **1. Confidential Information**

**1.1.** "Confidential Information", as used in this Confidentiality Agreement, shall mean all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party under this Confidentiality 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 within 15 days of the disclosure.

### **2. Confidentiality Obligations**

**2.1.** In consideration of the disclosure of Confidential Information, the Parties agree that:

(a) The receiving party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from the disclosing party, including implementing reasonable physical security measures and operating procedures.

(b) The receiving party shall make no disclosures whatsoever of any Confidential Information 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 terms of this Confidentiality Agreement.

(c) The receiving party shall not modify or remove any Confidential legends and/or copyright notices appearing on any Confidential Information.

2.2. The receiving party's duties under this section (2) shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties.

### **3. Restrictions On Use**

**3.1.** The receiving party agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of providing domain name registration services as a registrar and for no other purposes whatsoever.

**3.2.** No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other VNDS proprietary rights are granted by the disclosing party to the receiving party by this Confidentiality Agreement, or by any disclosure of any Confidential Information to the receiving party under this Confidentiality Agreement.

**3.3.** The receiving party agrees not to prepare any derivative works based on the Confidential Information.

**3.4.** The receiving party agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by the receiving party.

### **4. Miscellaneous**

**4.1.** This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

**4.2.** The obligations set forth in this Confidentiality Agreement shall be continuing, provided, however, that this Confidentiality Agreement imposes no obligation upon the Parties with respect to information that (a) is disclosed with the disclosing party's prior written approval; or (b) is or has entered the public domain through no fault of the receiving party; or (c) is known by the receiving party prior to the time of disclosure; or (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is made generally available by the disclosing party without restriction on disclosure.

**4.3.** This Confidentiality Agreement may be terminated by either party upon breach by the other party of any its obligations hereunder and such breach is not

cured within three (3) calendar days after the allegedly breaching party is notified by the disclosing party of the breach. In the event of any such termination for breach, all Confidential Information in the possession of the Parties shall be immediately returned to the disclosing party; the receiving party shall provide full voluntary disclosure to the disclosing party of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of Sections 2 and 3 hereof shall survive such termination and remain in full force and effect. In the event that the Registrar License and Agreement between the Parties is terminated, the Parties shall immediately return all Confidential Information to the disclosing party and the receiving party shall remain subject to the obligations of Sections 2 and 3.

**4.4.** The terms and conditions of this Confidentiality Agreement shall inure to the benefit of the Parties and their successors and assigns. The Parties' obligations under this Confidentiality Agreement may not be assigned or delegated.

**4.5.** The Parties agree that they shall be entitled to seek all available legal and equitable remedies for the breach of this Confidentiality Agreement.

**4.6.** The terms and conditions of this Confidentiality Agreement may be modified only in a writing signed by VNDS and Registrar.

**4.7.** EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

**4.8.** If any part of this Confidentiality Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and the Parties agree: (a) to negotiate in good faith to amend this Confidentiality Agreement to achieve as nearly as legally possible the purpose or effect as the stricken part, and (b) that the remainder of this Confidentiality Agreement shall at all times remain in full force and effect.

**4.9.** This Confidentiality Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof.

**4.10.** Any obligation imposed by this Confidentiality Agreement may be waived in writing by the disclosing party. Any such waiver shall have a one-time effect and shall not apply to any subsequent situation regardless of its similarity.

**4.11.** Neither Party has an obligation under this Confidentiality Agreement to purchase, sell, or license any service or item from the other Party.

**4.12.** The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized representatives of VNDS and Registrar have executed this Confidentiality Agreement in Virginia on the dates indicated below.

Registrar

Company Name:

By: \_\_\_\_\_

Title:

Date:

VNDS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit D REGISTRATION FEES**

### **1. Domain-Name Initial Registration Fee**

Registrar agrees to pay US \$6.86 per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 5.1(b) above.

### **2. Domain-Name Renewal Fee**

Registrar agrees to pay US \$6.86 per annual increment of a domain name registration renewal, or such other amount as may be established in accordance with Section 5.1(b) above.

### **3. Domain Name Transfer**

Registrar agrees to pay US \$6.86 per domain name that is transferred to Registrar from another ICANN-Accredited Registrar, or such other amount as may be established in accordance with Section 5.1(b) above.

### **4. Restore or Update**

Registrar agrees to pay US \$40.00 per use of the RRP Restore or EPP Update command for a domain name, or such other amount as may be established in accordance with Section 5.1(b) above.

### **5. Sync**

Registrar agrees to pay US \$2.00, plus \$1.00 per month of the sync, for each use of the Supported Protocol Sync command, or such other amount as may be established in accordance with Section 5.1(b) above.

## **Exhibit E Service Level Agreement**

VeriSign, Inc. and its wholly owned subsidiaries as applicable ("VNDS") strives to provide a world-class level of service to its customers. This Service Level Agreement provides metrics and remedies to measure performance of the .com TLD registry operated by VNDS and to provide accredited and licensed Registrars with credits for certain substandard performance by VNDS.

### **A) DEFINITIONS:**

1) Monthly Timeframe shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).

2) Planned Outage shall mean the periodic pre-announced occurrences when the SRS will be taken out of service for maintenance or care. Planned Outages will be scheduled only during the following window period of time each week, 0100 to 0900 GMT on Sunday (the "Planned Outage Period"). This Planned Outage Period may be changed from time to time by VNDS, in its sole discretion, upon prior notice to each Registrar. Planned Outages will not exceed 4 hours per calendar week beginning at 12:00 am GMT Monday nor total more than 8 hours/per month. Notwithstanding the foregoing, each year VNDS may incur 2 additional Planned Outages of up to 12 hrs in duration during the Planned Outage Period for major systems or software upgrades ("Extended Planned Outages"). These Extended Planned Outages represent total allowed Planned Outages for the month.

3) Shared Registration System ("SRS") Availability shall mean when the SRS is operational. By definition, this does not include Planned Outages or Extended Planned Outages.

4) SRS Unavailability shall mean when, as a result of a failure of systems within VNDS' control, the Registrar is unable to either:

a) establish a session with the SRS gateway which shall be defined as:

1) successfully complete a TCP session start,

2) successfully complete the SSL authentication handshake, and

3) successfully complete the registry registrar protocol ("RRP") or extensible provisioning protocol ("EPP") session command.

b) execute a 3 second average round trip for 95% of the RRP or EPP check domain commands and/or less than 5 second average round trip for 95% of the RRP add or EPP create domain commands, from the SRS Gateway, through the

SRS system, back to the SRS Gateway as measured during each Monthly Timeframe.

5) Unplanned Outage Time shall mean all of the following:

a) the amount of time recorded between a trouble ticket first being opened by VNDS in response to a Registrar's claim of SRS Unavailability for that Registrar through the time when the Registrar and VNDS agree the SRS Unavailability has been resolved with a final fix or a temporary work around, and the trouble ticket has been closed. This will be considered SRS Unavailability only for those individual Registrars impacted by the outage.

b) the amount of time recorded between a trouble ticket first being opened by VNDS in the event of SRS Unavailability that affects all Registrars through the time when VNDS resolves the problem with a final fix or a temporary work around, and the trouble ticket has been closed.

c) the amount of time that Planned Outage time exceeds the limits established in A.2 above.

d) the amount of time that Planned Outage time occurs outside the window of time established in A.2 above.

6) Monthly Unplanned Outage Time shall be the sum of minutes of all Unplanned Outage Time during the Monthly Timeframe. Each minute of Unplanned Outage Time subtracts from the available Monthly Planned Outage Time up to 4 hours.

7) WHOIS Service shall mean the Whois server running on port 43 of whois.crsnic.net and whois.verisign-grs.net.

8) Global Top Level Domain ("GTLD") Name Server shall mean any GTLD Name Server under SLD GTLD-SERVERS.NET (e.g. A.GTLD-SERVERS.NET).

## **B) RESPONSIBILITIES OF THE PARTIES**

1) Registrar must report each occurrence of alleged SRS Unavailability to VNDS customer service help desk in the manner required by VNDS (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as SRS Unavailability for purposes of the SLA.

2) In the event that all Registrars are affected by SRS Unavailability, VNDS is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

3) Both Registrar and VNDS agree to use reasonable commercial good faith efforts to establish the cause of any alleged SRS Unavailability. If it is mutually

determined to be a VNDS problem, the issue will become part of the Unplanned Outage Time.

4) VNDS will perform monitoring from at least two external locations as a means to verify that a) sessions can effectively be established and b) all RRP or EPP commands can be successfully completed.

5) Registrar must inform VNDS any time its estimated volume of transactions (excluding check domain commands), will exceed Registrar's previous month's volume by more than 25%. In the event that Registrar fails to inform VNDS of a forecasted increase of volume of transactions of 25% or more and the Registrar's volume increases 25% or more over the previous month, and should the total volume of transactions added by VNDS for all Registrars for that month exceed VNDS' actual volume of the previous month's transactions by more than 20%, then Registrar will not be eligible for any SLA credits (as defined in section C) in that Monthly Timeframe. The Registrar shall provide such forecast at least 30 days prior to the first day of the next month. In addition, VNDS agrees to provide monthly transaction summary reports.

6) VNDS will notify Registrar of Planned Outages outside the Planned Outage Period at least 7 days in advance of such Planned Outage. In addition, VNDS will use reasonable commercial good faith efforts to maintain an accurate 30-day advance schedule of possible upcoming Planned Outages.

7) VNDS will update the WHOIS Service once per day beginning at 1200 GMT. VNDS will notify Registrars in advance when changes to the WHOIS Service update schedule occur.

8) VNDS will allow external monitoring of the SRS via an acceptable means to both parties.

9) VNDS will initiate the zone file transfer process at least twice daily at scheduled intervals. VNDS will notify Registrar in advance when changes to the schedule occur. VNDS will notify Registrars regarding any scheduled maintenance and unavailability of the GTLD ROOT-SERVERS.

10) VNDS will use commercial reasonable efforts to restore the critical systems of the SRS within 24 hours in the event of a force majeure and restore full system functionality within 48 hours. Outages due to a force majeure will not be considered SRS Unavailability.

11) VNDS will publish weekly system performance and availability reports. These reports will include average round trip for the RRP or EPP Check and Add Domain commands for all Registrars as well as a summary of SRS Availability for the previous week



12) VNDS will provide a 99.4% SRS Availability during each Monthly Timeframe.

**C) CREDITS:**

1) If SRS Availability is less than 99.4% in any Monthly Timeframe, VNDS will provide a credit to affected Registrar(s) who have complied with Sections B.1 and B.5 above as follows:

(i) In the case of SRS Unavailability as described in A.4.b, a credit will be given for the combined % total RRP or EPP add and check commands that fall below the 95% performance threshold established in A.4.b. For each affected Registrar, this will be calculated by multiplying the % below 95% by Registrar's monthly Add Domain volume x the average initial registration price charged to that Registrar during the month. The maximum credit to each Registrar shall not exceed 5% of the Registrar's total monthly Add Domain volume x that average registration price.

(ii) In the case of SRS Unavailability as described in A.4.a, and following the Monthly Timeframe when the Unplanned Outage began, VNDS will provide a credit to Registrar by multiplying Registrar's monthly Add Domain volume x the average initial registration price charged to that Registrar during the month and multiplying that product by the percentage of time that the Monthly Unplanned Outage Time exceeded 0.6% of the minutes in the Monthly Timeframe. The maximum credit to each Registrar under this subparagraph shall not exceed 10% of the Registrar's total monthly Add Domain volume x that average registration price.

Under no circumstances shall credits be applied when the availability problems are caused by network providers and/or the systems of individual Registrars.

**D) MISCELLANEOUS:**

1) As an addendum to the Registry-Registrar Agreement (RRA), no provision in this addendum is intended to replace any term or condition in the RRA.

2) Dispute Resolution will be handled per RRA Section 6.7.

3) Any interruption of SRS service that occurs, as a direct result of RRA Sections 2.12,, 5.4, or 6.3 or any other applicable RRA contract term, will not be determined SRS Unavailability per this SLA.