



APPENDIX.E1.1

GNR- ICANN Agreement

REGISTRY AGREEMENT

THIS REGISTRY AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a not-for-profit corporation, and The Global Name Registry, Ltd., incorporated in England and Wales with the Company Number 04076112.

Definitions

For purposes of this Agreement, the following definitions shall apply:

1. A "Consensus Policy" is one adopted by ICANN as follows:

(a) "Consensus Policies" are those adopted based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (1) the adoption of the policy by the ICANN Board of Directors, (2) a recommendation that the policy should be adopted by at least a two-thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, and (3) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed policy.

(b) In the event that GNR disputes the presence of such a consensus, it shall seek review of that issue from the Independent Review Panel established under ICANN's bylaws and ICANN's Independent Review Policy. Such review must be sought within fifteen working days of the publication of the Board's action adopting the policy. The decision of the panel shall be based on the report and supporting materials required by subsection (a) above. In the event that GNR seeks review and the Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then GNR must implement such policy unless it promptly seeks and obtains injunctive relief under Section 13 below.

(c) If, following a decision by the Independent Review Panel convened under subsection (b) above, GNR still disputes the presence of such a consensus, it may seek further review of that issue within fifteen working days of publication of the decision in accordance with the dispute resolution procedures set forth in Section 13 below; provided, however, that GNR must continue to implement the policy unless it has obtained injunctive relief under Section 13 below or a final decision is rendered in accordance with the provisions of Section 13 that relieves GNR of such obligation. The decision in any such further review shall be based on the report and supporting materials required by subsection (a) above.

(d) A policy adopted by the ICANN Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN Supporting Organization, shall also be considered to be a Consensus Policy if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, and if immediate temporary adoption of a policy on the subject is necessary to maintain the stability of the Internet or the operation of the domain name system, and if the proposed policy is as narrowly tailored as feasible to achieve those objectives. In adopting any policy under this provision, the ICANN Board of Directors shall state the period of time for which the policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for adopting the temporary policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the policy is adopted exceeds 45 days, the Board shall reaffirm its temporary adoption every 45 days for a total period not to exceed 180 days, in order to maintain such policy in effect until such time as it meets the standard set forth in subsection (a) above. If the standard set forth in subsection (a) above is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary policy, it will no longer be a "Consensus Policy."

(e) For all purposes under this Agreement, the policies identified in Appendix A adopted by the ICANN Board of Directors before the effective date of this Agreement shall be treated in the same manner and have the same effect as "Consensus Policies."

2. The "Effective Date" is the date on which the Agreement is signed by ICANN and GNR.

3. The "Expiration Date" is the date specified in Section 23 below.

4. "GNR" refers to The Global Name Registry, Ltd., in its capacity as a the Registry for the .name TLD, a party to this Agreement.

5. "gTLDs" means the generic domain names, such as .name, .com, .net., .org or any new TLD established by ICANN that is not among the two letter country code TLDs.

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

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

8. "Registry Data" means all data maintained in electronic form in the registry database, and shall include Zone File Data, all data submitted by registrars in electronic form, and all other data concerning particular registrations or nameservers maintained in electronic form in the registry database.

9. "Registry Services" means operation of the registry for the .name TLD and shall include receipt of data concerning registrations and nameservers from registrars, provision of status information to registrars, operation of the .name TLD zone servers, and dissemination of TLD zone files.
10. ".name TLD" refers to the .com, .net, and .org TLDs.
11. "SLD" refers to a second-level domain in the Internet domain name system.
12. "Term of this Agreement" begins on the Effective Date and runs through the earliest of (a) the Expiration Date, (b) termination of this Agreement under Section 14 or (c) termination of this Agreement pursuant to withdrawal of the Department of Commerce's recognition of ICANN under Section 24.
13. "Third LD" refers to a third-level domain in the Internet domain name system.
14. "TLD" refers to a top-level domain in the Internet domain name system.
15. "Zone File Data" means all data contained in domain name system zone files for the .name TLD as provided to TLD nameservers on the Internet.

Agreements

GNR and ICANN agree as follows:

1. Designation of Registry. ICANN acknowledges and agrees that GNR is and will remain the registry for the .name TLD throughout the Term of this Agreement.
2. Recognition in Authoritative Root Server System. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (A) the authoritative root will point to the TLD zone servers designated by GNR for the .name TLD throughout the Term of this Agreement and (B) any changes to TLD zone server designation submitted to ICANN by GNR will be implemented by ICANN within five business days of submission. In the event that this Agreement is terminated (A) under Section 14 by GNR or (B) under Section 24 due to the withdrawal of recognition of ICANN by the United States Department of Commerce, ICANN's obligations concerning TLD zone server designations for the .name TLD in the authoritative root server system shall be as stated in a separate agreement between ICANN and the Department of Commerce.
3. General Obligations of GNR.
 - (A) During the Term of this Agreement:
 - (i) GNR agrees that it will operate the registry for the .name TLD in accordance with this Agreement;
 - (ii) GNR shall comply, in its operation of the registry, with all Consensus Policies insofar as they:

(a) are adopted by ICANN in compliance with Section 4 below,

(b) relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability and/or stable operation of the Internet or domain-name system, (2) registry policies reasonably necessary to implement Consensus Policies relating to registrars, or (3) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names), and

(c) do not unreasonably restrain competition.

(B) GNR acknowledges and agrees that upon the earlier of (i) the Expiration Date or (ii) termination of this Agreement by ICANN pursuant to Section 14, it will cease to be the registry for the .name TLD, unless prior to the end of the term of this Agreement GNR is chosen as the Successor Registry in accordance with the provisions of this Agreement.

(C) To the extent that Consensus Policies are adopted in conformance with Section 4 of this Agreement, the measures permissible under Section 3(A)(ii)(b) shall include, without limitation:

(i) principles for allocation of third and second LD names (e.g., first-come/first-served, timely renewal, holding period after expiration);

(ii) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(iii) reservation of third or second LD names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and single-letter/digit names);

(iv) the allocation among continuing registrars of the third or second LD names sponsored in the registry by a registrar losing accreditation; and

(v) dispute resolution policies that take into account the use of a domain name.

Nothing in this Section 3 shall limit or otherwise affect GNR's obligations as set forth elsewhere in this Agreement.

4. General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of GNR, ICANN shall during the Term of this Agreement:

- (A) exercise its responsibilities in an open and transparent manner;
- (B) not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;
- (C) not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out GNR for disparate treatment unless justified by substantial and reasonable cause; and
- (D) ensure, through its reconsideration and independent review policies, adequate appeal procedures for GNR, to the extent it is adversely affected by ICANN standards, policies, procedures or practices.

5. Protection from Burdens of Compliance With ICANN Policies. ICANN hereby agrees to indemnify and hold harmless GNR, and its directors, officers, employees and agents from and against any and all claims, damages or liabilities arising solely from GNR's compliance as required by this Agreement with an ICANN policy adopted after both parties have entered into this Agreement, except that GNR shall not be indemnified or held harmless hereunder to the extent that the claims, damages or liabilities arise from the particular manner in which GNR has chosen to comply with the policy. In addition, GNR shall be given a reasonable period after receiving notice of adoption of an ICANN Consensus Policy in which to comply with that policy.

6. GNR Registry-Level Financial Support of ICANN. GNR, in its role as operator of the registry for the .name TLD, shall pay the gTLD registry-level fees adopted by ICANN in conformance with Section 4 of this Agreement, provided such fees are reasonably allocated among all gTLD registries that contract with ICANN and provided further that, due consideration is taken to the account that .name is a newly established registry and that, due consideration is taken to the account that .name is intended for personal use.

If GNR's share of the total gTLD registry-level fees are or are budgeted to be in excess of USD 50,000 in the two years and in the excess of USD 100,000 in any given year, any such excess must be expressly approved by GNR.

GNR shall pay such fees in a timely manner throughout the Term of this Agreement, and notwithstanding the pendency of any dispute between GNR and ICANN.

7. Data Escrow. GNR shall deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by GNR and ICANN, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at GNR's expense, by a reputable escrow agent

mutually approved by GNR and ICANN, such approval also not to be unreasonably withheld by either party. The escrow shall be held under an agreement among ICANN, GNR, and the escrow agent providing that (A) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to ICANN; and (B) the data shall be released to ICANN upon termination of this Agreement by ICANN under Section 14 or upon the Expiration Date if (1) this Agreement has not sooner been terminated and (2) it has been finally determined by the ICANN Board (and no injunction obtained pursuant to Section 13 has been obtained) that GNR will not be designated as the successor registry under Section 22 of this Agreement;

8. GNR Handling of Personal Data. GNR shall process all personal data in accordance with the UK Data Protection Act 1998. Further, GNR agrees to notify registrars sponsoring registrations in the registry of the purposes for which Personal Data submitted to the registry by registrars is collected, the recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. GNR shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. GNR shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

9. Publication by GNR of Registry Data.

(A) GNR shall provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e. updated at least daily) registry database data which, in response to input of an Third LD name, shall report at least the following data elements in response to queries: (a) the THIRD LD name registered, (b) the TLD in which the THIRD LD is registered; (c) the IP addresses and corresponding names of the primary nameserver and secondary nameserver(s) for such THIRD LD, (d) the identity of the sponsoring Registrar, and (e) the date of the most recent modification to the domain name record in the registry database; provided, however, that if ICANN adopts a Consensus Policy that adds to or subtracts from these elements, GNR will implement that policy.

(B) To ensure operational stability of the registry, GNR may temporarily limit access under subsection (A), in which case GNR shall immediately notify ICANN of the nature of and reason for the limitation. GNR shall not continue the limitation longer than three business days if ICANN objects in writing, which objection shall not be unreasonably made. Such temporary limitations shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including GNR.

(C) GNR as registry shall comply with Consensus Policies providing for development and operation of a capability that provides distributed free public query-based (web and command-line) access to current registration data implemented by registrars providing for capabilities comparable to WHOIS, including (if called for by the Consensus Policy) registry database lookup capabilities according to a specified format. If

such a service implemented by registrars on a distributed basis does not within a reasonable time provide reasonably robust, reliable and convenient access to accurate and up-to-date registration data, GNR as registry shall cooperate and, if reasonably determined to be necessary by ICANN (considering such possibilities as remedial action by specific registrars), provide data from the registry database to facilitate the development of a centralized service providing equivalent functionality in a manner established by a Consensus Policy.

(D) Paragraphs (A) to (C) are subject to UK Data Protection legislation and the review of the UK Data Protection Commissioner. GNR will fulfil the above obligations to the maximum extent as allowed by law.

10. Rights in Data. Except as permitted by the Registrar License and Agreement, GNR shall not be entitled to claim any intellectual property rights in data in the registry supplied by or through registrars other than GNR. In the event that Registry Data is released from escrow under Section 7 or transferred to a Successor Registry under Section 22(D), any rights held by GNR as registry in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to the recipient of the data.

11. Limitation of Liability. Neither party shall be liable to the other under this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages.

12. Specific Performance. During the Term of this Agreement, either party may seek specific performance of any provision of this Agreement as provided by Section 13, provided the party seeking such performance is not in material breach of its obligations.

13. Governing Law. Resolution of Disputes Under This Agreement. Californian law shall govern this Agreement. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of both parties (except for any dispute over whether a policy adopted by the Board is a Consensus Policy, in which case at the election of either party), by eResolution an online arbitration conducted as provided in this Section pursuant to eResolutions general procedural rules. The arbitration shall be conducted in English and shall occur online. The parties shall bear the costs of the arbitration in equal shares. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or 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 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 temporary or preliminary injunctive relief from the

arbitration panel or a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

14. Termination.

(A) In the event an arbitration award or court judgment is rendered specifically enforcing any provision of this Agreement or declaring a party's rights or obligations under this Agreement, either party may, by giving written notice, demand that the other party comply with the award or judgment. In the event that the other party fails to comply with the order or judgment within ninety days after the giving of notice (unless relieved of the obligation to comply by a court or arbitration order before the end of that ninety-day period), the first party may terminate this Agreement immediately by giving the other party written notice of termination.

15. Assignment. Neither party may assign this Agreement without the prior written approval of the other party, such approval not to be unreasonably withheld. Notwithstanding the foregoing sentence, a party may assign this Agreement by giving written notice to the other party in the following circumstances, provided the assignee agrees in writing with the other party to assume the assigning party's obligations under this Agreement: (a) GNR may assign this Agreement as part of the transfer of its registry business approved under Section 25 and (b) ICANN may, in conjunction with a reorganization or reincorporation of ICANN and with the written approval of the Department of Commerce, assign this Agreement to another non-profit corporation organized for the same or substantially the same purposes as ICANN.

16. [Not in use]

17. GNR Agreements with Registrars. GNR shall make access to the Shared Registration System available to all ICANN-accredited registrars subject to the terms of the GNR/Registrar License and Agreement (attached as Appendix B). Such agreement may be revised by GNR, provided however, that any such changes must be approved in advance by ICANN. Such agreement shall also be revised to incorporate any Registry Service Level Agreement implemented under Section 18.

18. Performance and Functional Specifications for Registry Services. Unless and until ICANN adopts different standards as a Consensus Policy pursuant to Section 4, GNR shall provide registry services to ICANN-accredited registrars meeting the performance and functional specifications set forth in SRS specification version 1.0.6 dated September 10, 1999, as supplemented by Appendix E and any Registry Service Level Agreement established according to this Section 18. In the event ICANN adopts different performance and functional standards for the registry as a Consensus Policy in compliance with Section 4, GNR shall comply with those standards to the extent practicable, provided that compensation pursuant to the provisions of Section 20 has been resolved prior to implementation and provided further that GNR is given a reasonable time for implementation. In no event shall GNR be required to implement any different functional standards before 3 years from the Effective Date of this Agreement.

Within 45 days after the Effective Date, (i) representatives designated by ICANN of registrars accredited by ICANN for the .name TLD and (ii) GNR will establish a Registry Service Level Agreement for the registry system that shall include, at least:

- (A) identified service level parameters and measurements regarding performance of the registry system, including, for example, system availability;
- (B) responsibilities of registrars using the registry system and GNR (e.g., the obligation of the registrars to notify GNR of any experienced registry system outages and the obligation of GNR to respond in a timely manner to registry system outages);
- (C) an appropriate service-level dispute-resolution process; and
- (D) remedies for failure to comply with the Registry Service Level Agreement.

Unless the Registry Service Level Agreement requires fundamental architecture changes to the registry system or extraordinary increases in costs to GNR beyond what is generally required to implement a service level agreement (which is not the intent of the parties) the creation and implementation of the Registry Service Level Agreement shall not result in a price increase under Section 20.

The 45-day drafting process for the Registry Service Level Agreement shall be structured as follows: (E) the designated representatives and GNR (the "SLA Working Group") shall promptly meet and shall within 20 days after the Effective Date complete a draft of the Registry Service Level Agreement; (F) all registrars accredited by ICANN for the .name TLD shall have 10 days after distribution of that draft to submit comments to the SLA Working Group; and (G) the SLA Working Group shall meet again to finalize the Registry Service Level Agreement, taking into account the comments of the registrars. The 45-day period shall be subject to extension by mutual agreement of the members of the SLA Working Group. The SLA shall be implemented as soon as reasonably feasible after its completion and approval by ICANN, including by implementation in stages if appropriate.

After it is approved by the SLA Working Group and ICANN, the Registry Service Level Agreement shall be incorporated in the GNR/Registrar License and Agreement referred to in Section 17.

19. Bulk Access to Zone Files. GNR shall provide third parties bulk access to the zone files for .com, .net, and .org TLDs on the terms set forth in the zone file access agreement (attached as Appendix D). Such agreement may be revised by GNR, provided however, that any such changes must be approved in advance by ICANN.

20. Price for Registry Services. The price(s) to accredited registrars for entering initial and renewal THIRD LD registrations into the registry database and for transferring a THIRD LD registration from one accredited registrar to another will be as set forth in Section 5 of the Registrar License and Agreement (attached as Appendix B). These prices shall be increased through an amendment to this Agreement as approved by

ICANN and GNR, such approval not to be unreasonably withheld, to reflect demonstrated increases in the net costs of operating the registry arising from (1) ICANN policies adopted after the date of this Agreement, or (2) legislation specifically applicable to the provision of Registry Services adopted after the date of this Agreement, to ensure that GNR recovers such costs and a reasonable profit thereon; provided that such increases exceed any reductions in costs arising from (1) or (2) above.

21. Additional GNR Obligations.

(A) GNR shall provide all licensed Accredited Registrars (including GNR acting as registrar) with equivalent access to the Shared Registration System. GNR further agrees that it will make a certification to ICANN every six months, using the objective criteria set forth in Appendix F that GNR is providing all licensed Accredited Registrars with equivalent access to its registry services.

(B) GNR will ensure, in a form and through ways described in Appendix F that the revenues and assets of the registry are not utilized to advantage GNR's registrar activities to the detriment of other registrars.

22. Designation of Successor Registry.

(A) Not later than one year prior to the end of the term of this Agreement, ICANN shall, in accordance with Section 4, adopt an open, transparent procedure for designating a Successor Registry. The requirement that this procedure be opened one year prior to the end of the Agreement shall be waived in the event that the Agreement is terminated prior to its expiration.

(B) GNR or its assignee shall be eligible to serve as the Successor Registry and neither the procedure established in accordance with subsection (A) nor the fact that GNR is the incumbent shall disadvantage GNR in comparison to other entities seeking to serve as the Successor Registry.

(C) If GNR or its assignee is not designated as the Successor Registry, GNR or its assignee shall cooperate with ICANN and with the Successor Registry in order to facilitate the smooth transition of operation of the registry to Successor Registry. Such cooperation shall include the timely transfer to the Successor Registry of an electronic copy of the registry database and of a full specification of the format of the data.

(D) ICANN shall select as the Successor Registry the eligible party that it reasonably determines is best qualified to perform the registry function under terms and conditions developed as a Consensus Policy, taking into account all factors relevant to the stability of the Internet, promotion of competition, and maximization of consumer choice, including without limitation: functional capabilities and performance

specifications proposed by the eligible party for its operation of the registry, the price at which registry services are proposed to be provided by the party, relevant experience of the party, and demonstrated ability of the party to handle operations at the required scale. ICANN shall not charge any additional fee to the Successor Registry.

(E) In the event that a party other than GNR or its assignee is designated as the Successor Registry, GNR shall have the right to challenge the reasonableness of ICANN's failure to designate GNR or its assignee as the Successor Registry under the provisions of Section 13 of this Agreement.

23. Expiration of this Agreement. The Expiration Date shall be X years after the Effective Date, unless extended as provided below.

24. Withdrawal of Recognition of ICANN by the Department of Commerce. In the event that, prior to the expiration or termination of this Agreement under Section 14, the United States Department of Commerce withdraws its recognition of ICANN as NewCo under the Statement of Policy pursuant to the procedures set forth in Section 5 of Amendment 1 (dated November 10, 1999) to the Memorandum of Understanding between ICANN and the Department of Commerce, this Agreement shall terminate.

25. Assignment of Registry Assets. GNR may assign and transfer its registry assets in connection with the sale of its registry business.

26. Option to Substitute Generic Agreement. At GNR's option, it may substitute any generic ICANN/Registry agreement that may be adopted by ICANN for this Agreement; provided, however, that Sections 19, 20, 21, 23, 24, and 25 of this Agreement will remain in effect following any such election by GNR.

27. 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 Registry.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649
Attention: Chief Executive Officer

If to GNR, addressed to:

The Global Name Registry, Limited
Attention: Chief Executive Officer

28. 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.

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

30. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto pertaining to the registry for the .name TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. This Agreement is intended to coexist with any Registrar Accreditation Agreement between the parties.

31. 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.

32. 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.

The Internet Corporation for Assigned Names and Numbers

By: _____

Michael M. Roberts
President and CEO

Date:

The Global Name Registry, Ltd.

By: _____

Hakon Haugnes
CEO

Date:



APPENDIX.E.1.2

GNR Registrar Agreement

REGISTRAR LICENSE AND AGREEMENT

This Registrar License and Agreement (the "Agreement") is dated as of _____, 1999 ("Effective Date") by and between The Global Name Registry, Ltd., incorporated in England and Wales, with the Company Number ("GNR" or the "Registry"), and _____, a _____ corporation, with its principal place of business located at _____ ("Registrar"). GNR and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, ICANN has established .name as a new generic TLD intended for personal use, and has designated GNR as the Registry for that TLD;

WHEREAS, multiple registrars will provide Internet domain name registration services within the .name top-level domain wherein GNR operates and maintains certain TLD servers and zone files ("Registry");

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .name 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, GNR 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. "IP" means Internet Protocol.

1.3. An "SLD" is a second-level domain of the DNS, and "third LD" is a third-level domain of the DNS.

1.4. The "System" refers to the multiple registrar system developed by GNR for registration of third-level domain name in the .name TLD.

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

1.6. The "Licensed Product" refers to the SRRP, APIs, and software, collectively.

2. OBLIGATIONS OF THE PARTIES

2.1. System Operation and Access. Throughout the Term of this Agreement, GNR shall operate the System and provide Registrar with access to the System enabling Registrar to transmit domain name registration information for the .name TLD to the System according to a protocol known as the Stateless Registry Registrar Protocol ("SRRP"), or according to the protocol known as the Registry Registrar Protocol ("RRP") from Network Solution.

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

2.4. 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 "domain name holder") orders.

2.5. Data Submission Requirements. As part of its registration of all Third LD registrations in the .name TLD during the Term of this Agreement, Registrar shall submit the following data elements using the SRRP concerning Third LD registrations it processes:

2.5.1. The name of the Third LD being registered;

2.5.2. The IP addresses of the primary nameserver and secondary nameserver(s) for the Third LD;

2.5.3. The corresponding host names of those nameservers;

2.5.4. Unless automatically generated by the registry system, the identity of the registrar;

2.5.5. Unless automatically generated by the registry system, the expiration date of the registration; and

2.5.6. Other data required as a result of further development of the registry system by the Registry.

2.6. License. Registrar grants GNR as Registry a non-exclusive non-transferable limited license to the data elements consisting of the Third LD name registered, 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.

2.7. Registrar's Registration Agreement and Domain Name Dispute Policy.

Registrar shall have developed and employ in its domain name registration business an electronic or paper registration agreement, including a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit A (which may be amended from time to time by Registrar, provided a copy is furnished to the Registry three (3) business days in advance of any such amendment), to be entered into by Registrar with each domain name holder as a condition of registration. Registrar shall include terms in its agreement with each domain name holder that are consistent with Registrar's duties to GNR hereunder.

2.8. 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 SRRP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every SRRP 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.

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

2.10. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Third LD registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Sponsorship of Registrations Between Registrars appended hereto as Exhibit B.

2.11. 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 GNR Registry records shall control.

2.12. Compliance with Terms and Conditions. Registrar agrees to comply with all other reasonable terms or conditions established from time to time, to assure sound operation of the System, by GNR as Registry in a non-arbitrary manner and applicable to all registrars, and consistent with GNR's Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN"), as applicable, upon GNR's notification to Registrar of the establishment of those terms and conditions.

2.13. 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 SRRP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, GNR, as Registry, may, in its sole discretion, temporarily suspend access to the System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated.

2.14. Surety Instrument. During the Initial Term and any Renewal Terms, Registrar shall have in place a performance bond, letter of credit or equivalent instrument (the "Surety Instrument") from a surety acceptable to GNR, in the amount of \$100,000 U.S. dollars. The terms of the Surety Instrument shall indemnify and hold harmless GNR and its employees, directors, officers, representatives, agents and affiliates from all costs and damages (including reasonable attorneys' fees) which it may suffer by reason of Registrar's failure to indemnify GNR as provided in Section 6.16 by making payment(s) up to the full amount of the bond within ten (10) days of GNR's having notified the surety of its claim(s) of damages, having identified the basis for any such claim. GNR shall not be entitled to payment under the Surety Instrument until such time as it has certified that it has incurred expenses for which it is entitled to reimbursement in accordance with the provisions of Section 6.16 of this Agreement.

2.15. Prohibited Domain Name Registrations. Registrar agrees to comply with the policies of GNR as Registry that will be applicable to all registrars and that will prohibit the registration of certain domain names in the .name TLD which are not allowed to be registered by applicable statute or regulation.

2.16. Indemnification Required of domain name Holders. Registrar shall require each domain name holder to indemnify, defend and hold harmless GNR, 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 relating to the domain name holder's domain name registration.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, GNR hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the SRRP, APIs and Software, as well as updates and redesigns thereof, to provide domain name registration services in the .name TLD only and for no other purpose. The SRRP, APIs and Software, as well as updates and redesigns thereof, will enable Registrar to register domain names with the Registry on behalf of its domain name holders. Registrar, using the SRRP, APIs and Software, 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 GNR, Registrar shall not: (i) sublicense the SRRP, APIs or Software or otherwise permit any use of the SRRP, APIs or Software by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the SRRP, APIs or Software 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 SRRP, APIs or Software for any unauthorized purpose, or (iv) use or permit use of the SRRP, APIs or Software 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 for (i) the transmission of unsolicited, commercial e-mail (spam) to entities other than Registrar's customers; (ii) high volume, automated, electronic processes that apply to GNR for large numbers of domain names, except as reasonably necessary to register domain names or modify existing registrations; or (iii) high volume, automated, electronic, repetitive queries for the purpose of extracting data to be used for Registrar's purposes, except as reasonably necessary to register domain names or modify existing registrations.

3.3. Changes to Licensed Materials. GNR may from time to time make modifications to the SRRP, APIs or Software licensed hereunder that will enhance functionality or otherwise improve the System. GNR will provide Registrar with at least sixty (60) days notice prior to the implementation of any material changes to the SRRP, APIs or software licensed hereunder.

4. SUPPORT SERVICES

4.1. Engineering Support. GNR agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. local Herndon, Virginia time 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, GNR will provide reasonable telephone and e-mail customer service support to Registrar, not domain name holders or prospective customers of Registrar, for non-technical issues solely relating to the System and its operation. GNR will provide Registrar with a telephone number and e-mail address for such support during implementation of the SRRP, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. GNR 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. License Fee. There shall be no license fee for the license of the SRRP, APIs and Software. GNR reserves the right to charge a non-refundable one-time fee for the license for new Registrars.

5.2. Registration Fees.

(a) From the Effective Date of this Agreement Registrar agrees to pay GNR the non-refundable amounts of \$X United States dollars for each one-year domain name re-registration registered by Registrar through the System.

(b) Thereafter, and for the balance of the term of this Agreement, Registrar agrees to pay GNR the non-refundable amounts of \$X United States dollars for each annual increment of an initial domain name registration and \$X United States dollars for each annual increment of a domain name re-registration registered by Registrar through the System.

(c) GNR reserves the right to adjust the Fees prospectively upon thirty (30) days prior notice to Registrar, provided that such adjustments are consistent with its Registry Agreement with ICANN, as applicable, and are applicable to all registrars in the .name TLD. GNR will invoice Registrar monthly in arrears for each month's Fees. All Fees are due immediately upon receipt of GNR's invoice pursuant to a letter of credit, deposit account, or other acceptable credit terms agreed by the Parties.

5.3. Change in Registrar Sponsoring Domain Name. Registrar may assume sponsorship of an domain name holder's existing domain name registration from another registrar by following the policy set forth in Exhibit B to this Agreement. Registrar agrees to pay GNR the applicable Fee as set forth above. This shall result in a corresponding extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years. The losing registrar's Fees will not be refunded as a result of any such transfer.

5.4. Non-Payment of Registration Fees. Timely payment of Registration Fees is a material condition of performance under this Agreement. In the event that Registrar fails

to pay its Fees, either initial or re-registration fees, within five (5) days of the date when due, GNR may stop accepting new registrations and/or delete the domain names associated with invoices not paid in full from the Registry database and give written notice of termination of this Agreement pursuant to Section 6.1(b) below.

6. MISCELLANEOUS

6.1. Term of Agreement and Termination.

(a) Term of the Agreement. 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 GNR ceases to operate as the registry for the .name TLD. In the event that revisions to GNR's Registrar License and Agreement are approved or adopted by ICANN, Registrar will execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within fifteen (15) days, terminate this Agreement immediately by giving written notice to GNR.

(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 non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

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

(d) Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN, or its successor, is terminated or expires without renewal..(e) Termination in the Event that Successor Registry is Named. This Agreement shall terminate in the event that the ICANN, designates another entity to serve as the registry for the .name TLD (the "Successor Registry").

(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, GNR will 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 GNR for Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of the domain name registrations to another licensed registrar(s) of the Registry, in compliance with any procedures established or approved by ICANN, and (ii) either return to GNR or certify to GNR 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 2.6, 2.7, 6.1(g), 6.6, 6.7, 6.10, 6.12, 6.13, 6.14 and 6.16; (ii) the domain name holder's obligations to indemnify, defend, and hold harmless GNR, as stated in Section 2.16; (iii) the surety's obligations under the Surety Instrument described in Section 2.14 with respect to matters arising during the term of this Agreement; and (iv) Registrar's payment obligations as set forth in Section 5.2 with respect to initial registrations or re-registrations 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 domain 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. Any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties.

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 laws of United Kingdom, with London as legal venue. The parties may consent to online arbitration, conducted by eResolution.

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:

if to GNR:

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 GNR.

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 SRRP, APIs and Software are the Confidential Information of GNR.

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 GNR 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 GNR 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 2.6 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, (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, and (6) Registrar's Surety Instrument provided hereunder is a valid and enforceable obligation of the surety named on such Surety Instrument.

(b) GNR. GNR represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws United Kingdom, (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 GNR, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by GNR in order for it to enter into and perform its obligations under this Agreement.

(c) Disclaimer of Warranties . The SRRP, APIs and Software are provided "as-is" and without any warranty of any kind. GNR 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. GNR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SRRP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE SRRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SRRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, GNR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SRRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE SRRP, 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 GNR under this paragraph, will indemnify, defend and hold harmless GNR and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against GNR or any affiliate of GNR 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 domain 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) GNR provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, GNR will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses GNR for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without GNR'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 GNR 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 and C, 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.

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

The Global Name Registry, Ltd.

By: _____

Name: _____

Title: _____

[Registrar]

By: _____

Name: _____

Title: _____

Exhibit A

Registrar's Dispute Policy
[To be supplied from time to time by Registrar]

Exhibit B
Policy on Transfer of Sponsorship of Registrations Between Registrars

Registrar Requirements.

The registration agreement between each Registrar and its domain name holder shall include a provision explaining that an domain name holder will be prohibited from changing its Registrar during the first 60 days after initial registration of the domain name with the Registrar. Beginning on the 61st day after the initial registration with the Registrar, the procedures for change in sponsoring registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the Registrar sponsoring the domain name registration. For each instance where an domain name holder wants to change its Registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining Registrar shall:

- 1) Obtain express authorization from an individual who has the apparent authority to legally bind the domain name holder (as reflected in the database of the losing Registrar).
 - a) The form of the authorization is at the discretion of each gaining Registrar.
 - b) The gaining Registrar shall retain a record of reliable evidence of the authorization.
- 2) In those instances when the Registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:
 - a) A bilateral agreement between the parties.
 - b) The final determination of a binding dispute resolution body.
 - c) A court order.
- 3) Request, by the transmission of a "transfer" command as specified in the Registry Registrar Protocol, that the Registry database be changed to reflect the new Registrar.
 - a) Transmission of a "transfer" command constitutes a representation on the part of the gaining Registrar that:
 - (1) the requisite authorization has been obtained from the domain name holder listed in the database of the losing Registrar, and
 - (2) the losing Registrar will be provided with a copy of the authorization if and when requested.

In those instances when the Registrar of record denies the requested change of Registrar, the Registrar of record shall notify the prospective gaining Registrar that the request was denied and the reason for the denial. Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to:

- 1) Situations described in the Domain Name Dispute Resolution Policy
- 2) A pending bankruptcy of the domain name Holder
- 3) Dispute over the identity of the domain name Holder.
- 4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar

In all cases, the losing Registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."

Registry Requirements.

Upon receipt of the "transfer" command from the gaining Registrar, the Registry will transmit an e-mail notification to both Registrars.

The Registry shall complete the "transfer" if either:

- 1) the losing Registrar expressly "approves" the request, or
- 2) the Registry does not receive a response from the losing Registrar within five (5) days.

When the Registry's database has been updated to reflect the change to the gaining Registrar, the Registry will transmit an email notification to both Registrars.

Records of Registration.

Each domain name holder shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which the domain name holder enters into a contract for registration services.



APPENDIX.E.1.3

Terms and Conditions
GNR Registrant

Domain Name Policies for the .NAME Top Level Domain

1. THIS DOCUMENT describes the policies for the allocation of Internet domain names under the .NAME top level domain, and applies to all domain names allocated or requested for allocation under the .NAME top level domain. The Registry is operated by The Global Name Registry Limited, ("GNR") an English incorporation registered at the UK Companies House with the Company number 4076112 , 10 Fenchurch Avenue, London, EC3M 5BN, UK, email: "_____".
2. The .NAME top level domain shall serve the need for domain name addresses, granting individuals the possibility of registering an Internet address that includes their first and last names for private purposes.

Only individuals can register and hold domain names under the .NAME top level domain. There is no limitation as to the number of domain names an individual can register or hold.

3. Registrations are open on the third level only. No registrations will be accepted on the second level. A domain name eligible for registration, will therefore consist of the following elements: "firstname.surname.NAME", whereby the first name constitutes a third level registration ,the surname constitutes a second level registration,and the .NAME constitutes a top level domain. The corresponding email address will have the following form: "something@firstname.surname.NAME".

Notwithstanding the above paragraph, an email address can alternatively, or additionally, have the following form "firstname@surname.NAME". In the event this form is not implemented technically at the point of registration, it will be allocated to the holder of the equivalent third level domain name (e.g. the holder of "john.smith.NAME" will be allocated "john@smith.NAME" the allocation this new form may be dependent upon an additional fee.

4. A precondition for any registration is that they are done in good faith and in compliance with the principles in the Uniform Dispute Resolution Procedure set by ICANN (4b):
 - (i) the registrant has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
 - (ii) the registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
 - (iii) the registrant has registered the domain name primarily for the purpose of disrupting the business of a competitor; or
 - (iv) by using the domain name, the domain name holder have intentionally attempted to attract, for commercial gain, Internet users to the domain name holder's web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of the domain name holder's web site or location or of a product or service on the domain name holder's web site or location.

The above list is made for descriptive reasons only.

5. Domain names are allocated on a first come, first served basis for a period of ____ in consideration of the currently applicable fee. After the ___ period the registration must be renewed for an additional ___ period at the rate applicable at the time of renewal. The fee structure and applicable fee may change from time to time.

If a domain name is transferred, an advance fee equal the current registration fee will be triggered.

If a domain name is cancelled, suspended or transferred, the advance fee will not be repayable.

6. Registrations for a domain name can only be submitted through an Accredited Registrar. A precondition for becoming an .NAME Accredited Registrar is that the Registrar also is ICANN-Accredited. A list of current ICANN-Accredited Registrars can be found at URL: "<http://www.icann.org/registrars/accredited-list.html>". An ICANN-Accredited Registrar who commits to the .NAME Registrar Agreement, can submit registrations as an Accredited Registrar.
7. Data protection. These policies will adhere to all applicable data protection legislation, such as the UK Data Protection Act 1988 and the EU Directive on Data Protection 1995 and on the Directive on Data Protection in the Telecom Sector 1997.

The Registry will operate a Whois-database whereby anybody can make a search on a specific domain name and get contact details regarding the registrant of that domain name. There will be no other search criteria than the domain name open to the public.

The information that will be supplied is:

- Domain Name
- The Name of the registrant
- The postal address of the registrant
- The date when the address was registered
- The IP numbers of the nameservers

8. LIABILITY. IN NO EVENT WILL GNR 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 GNR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Governing Law, Dispute Resolution and Online Arbitration. These policies and the legal relationship between the registrant and the Registry shall be governed by English law.

Any dispute between the parties shall be subject to online arbitration by eResolution (URL: <http://www.eresolution.ca>) under its General Arbitration Procedure. Each party shall bear its own legal costs and split the arbitration fees with an equal amount each. The dispute may by either party be brought before English courts within one month after the decision of eResolution. The costs before the ordinary courts shall follow the ordinary rules of civil procedure.

10. The domain name policies may change from time to time. Such changes will be reflected in the domain name policy document and a notice will be given on the GNR web site. The domain name holder must be active and ensure that he is updated on any such changes. Notice may, at GNR's sole discretion, also be given via email to the registered email addresses and/or to the email addresses registered as legal handle.
11. Changes in the domain name policies might render existing names rejectable or voidable under the current rules. Similarly, if the rules are changed in the future, some names approved under one set of rules might be rejected under the changed rules. No rule change will ever affect the status of a name which has been approved before the change unless technical, legal or other

mandatory reasons require this.

12. There shall be at least two nameservers for the domain (with addresses specified in the request) operating at the time the request is submitted. There is no restriction on the physical location or IP address of these nameservers.
13. GNR may cancel, transfer or deactivate any .NAME domain name if the registrant is in breach of any of the provisions of this document, if the fees for the domain name is not paid duly, if so ordered by court of law or equivalent administrative body, or by a dispute resolution provider under the UDRP.