B.5 Expanded usTLD Space Functions

HIGHLIGHTS

- **NeuStar will leverage our Enhanced Shared Registration System and Centralized usTLD Database to promote registrar participation and registration in the usTLD expanded namespace**
- **We will deploy a centralized Whois upon introduction of the expanded namespace**
- **NeuStar's centralized, automated processes ensure the continued integrity of data in the usTLD registry**
- **Creation of the usTLD Policy Council to assist in outreach efforts.**

NeuStar's functions for the expanded usTLD namespace will support an unlimited number of competitive registrars and encourage second-level registrations in the namespace.

Although many users find the current usTLD hierarchical locality space to be valuable, or even essential to their presence on the Internet, the naming structure is generally considered to be cumbersome. Expanding the usTLD space to allow registrations in the second level will encourage more registrations in the namespace, and open the usTLD to registrar competition.

By introducing this new namespace, we also introduce the need for functions related to a registrar community, including a shared registration system and registrar accreditation and certification. Just as we have proposed in the locality namespace, we will leverage our Enhanced Shared Registration System (SRS) and Centralized usTLD Database, and implement an automated update process and a modernized zone file update process for use in the expanded space.

The expanded usTLD functions highlighted below and in Sections B.5.1 through B.5.5 include all of the requirements listed in RFQ Section B.5. In these sections, we emphasize our desire to work with registrars throughout the accreditation and certification process, and our understanding of the need to develop a registry that the Internet community will consider to be valuable and useful.

usTLD Enhanced Shared Registration System—NeuStar will leverage our eXtensible Registry Protocol (XRP) for interfacing registrars to our Enhanced Shared Registration System (SRS). This Enhanced SRS will support an unlimited number of competitive registrars for the expanded name space, and will provide equivalent access to the system for all registrars to register, transfer, and update domain registrations.

Accreditation Process for usTLD Registrars—NeuStar's registrar accreditation process will ensure consistency in quality and service within the usTLD, while at the same time promoting stability and competition for domain name registration services.

usTLD Technical Certification Process—NeuStar's Operational Test and Evaluation (OT&E) process will verify the correct operation and performance of a registrar's client system before access to the live Enhanced SRS is granted. This OT&E Certification will allow NeuStar to maintain the integrity of the usTLD and of the DNS as a whole.

Whois Database Development—NeuStar's centralized Whois database will accommodate Web-based, free, public searches for registrant and registrar contact information and will ensure the accuracy of data in the expanded space, beginning with the very first Whois entry in that space.

Community Outreach Plan—NeuStar will coordinate usTLD public outreach under the auspices of the usTLD Policy Council, which will be very important to the ongoing development of usTLD policy and public outreach.

Expanding the usTLD namespace will be one of the biggest steps in achieving the goal of increasing registrations and promoting competition in the space. Furthermore, the expansion of the usTLD space affords NeuStar the unique opportunity to centralize all data and information from the inception of the new space. Whereas centralizing this information in the locality space must be done by reaching out to existing delegated managers, all information in the expanded space will be centralized from the beginning, ensuring that all Whois and zone file information has the highest possible levels of accuracy and integrity.

B.5.1   usTLD Enhanced Shared Registration System

NeuStar will develop and implement an Enhanced Shared Registration System (SRS) that will support an unlimited number of competitive registrars for the expanded name space. As required, this enhanced SRS will provide equivalent access to the system for all registrars to register, transfer, and update domain registrations.
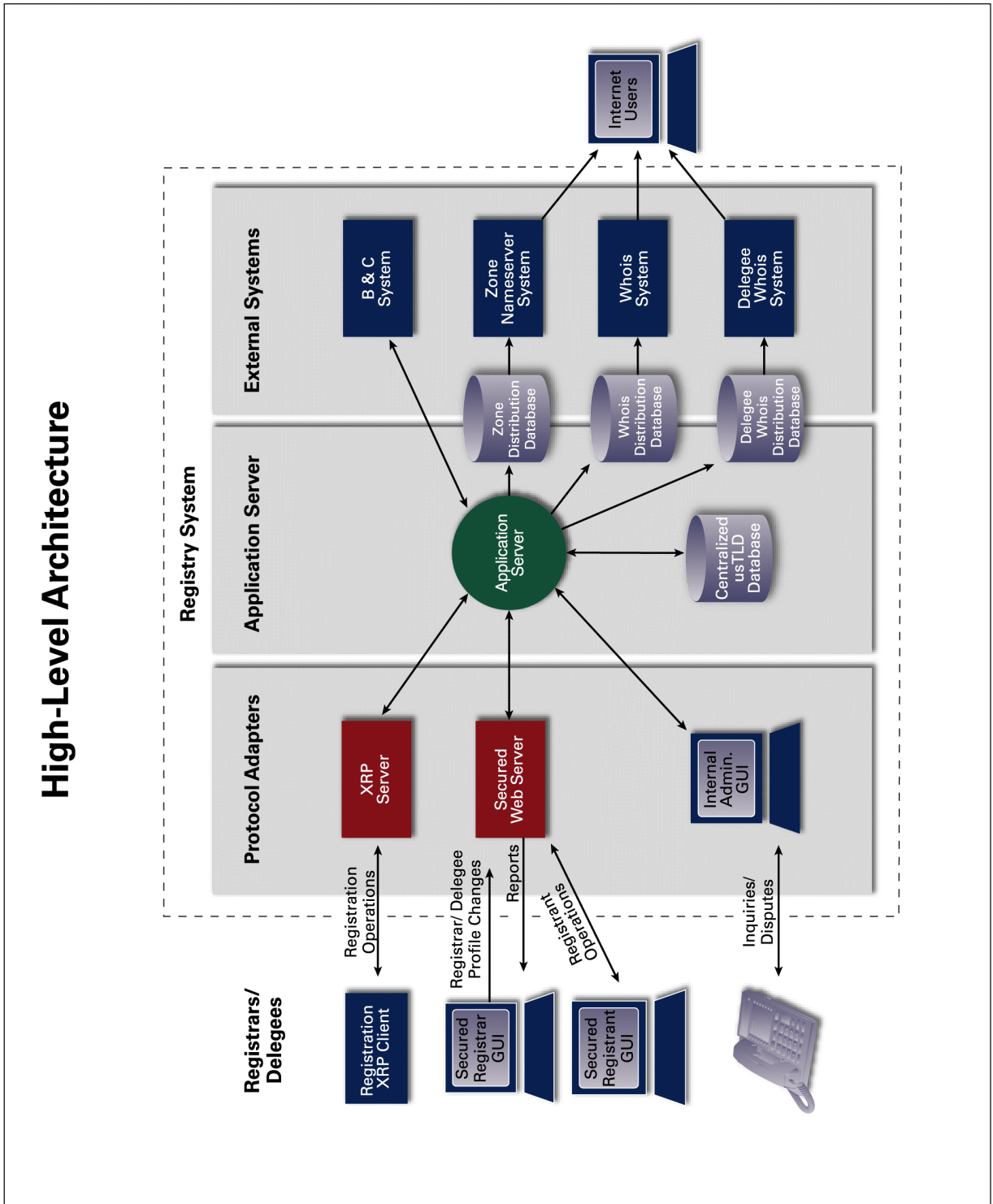
NeuStar's Enhanced SRS will be developed according to a three-level architecture: protocol servers, application servers, and database servers (the Centralized usTLD Database). Exhibit B.5-1 displays a high-level view of this Enhanced SRS architecture. Registrars will interface to the registry over the Internet to the protocol servers located at redundant data centers in Illinois and Virginia. Registrars will be able to interface with either data center, and in the unlikely event of an outage to one data center, registrars will still be able to interface to the other. This redundancy ensures that the Centralized usTLD Database will always be available for handling queries, registrations, and modifications.

Protocol servers will authenticate registrars based on authentication information provided by the registry. For each registrar, a profile will dictate the access rights that will be provided. This ensures that one registrar will not be allowed to view customer-sensitive information for any other registrar or to modify registration data for another registrar's registrant.

NeuStar's protocol for interfacing registrars to a registry, called XRP (eXtensible Registry Protocol) has been developed and is currently being deployed for the .biz registry. XRP is based on two very important Internet protocols, eXtensible Markup Language (XML) and Blocks Extensible Exchange Prototcol (BEEP). Both of these protocols, XML for the data schema and BEEP for the transport layer, make it extremely easy to expand the functionality of XRP to include registrar and registry capabilities for the usTLD.

It should be noted that the IETF Provreg Working Group, in which NeuStar is an active participant, is developing an industry standard interface between registrars and registries. XRP will be functionally compatible with the standard developed at the IETF.

NeuStar has already developed the tool kits for registrars interfacing with the .biz registry. Registrars that have been tested with XRP for .biz will need to go through only simple testing to be certified for the additional functionality required for the usTLD. Assistance will be provided to registrars through an operational test-and-evaluation facility, described in Section B.2.9, and technical support will be available for usTLD accredited registrars, by phone or via the usTLD Web site, on a 24 x 7 x 365 basis.

High-Level Architecture

Registry System

External Systems

Application Server

Protocol Adapters

Registrars/ Delegees

Internet Users

B & C System

Zone Nameserver System

Whois System

Delegee Whois System

Zone Distribution Database

Whois Distribution Database

Delegee Whois Distribution Database

Application Server

Centralized usTLD Database

XRP Server

Secured Web Server

Internal Admin. GUI

Registration Operations

Registrar/ Delegee Profile Changes

Reports

Registrant Registrations Operations

Inquiries/ Disputes

Registration XRP Client

Secured Registrar GUI

Secured Registrant GUI

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Exhibit B.5-1. *High-level architecture illustrates a high-level view of the Enhanced SRS and the interactions with external systems.*

NeuStar's application servers contain the business rules that manage the registration data between the registrar and the registry. Simply stated, it acts as the interface between the protocol server, which interfaces to the registrars, and the Centralized usTLD Database. It is the most complex element of the registry because of the complex business rules and the need for real-time efficiency. NeuStar has a great deal of experience in building high-availability, complex systems to support critical public resources. Examples of these systems include the Number Portability Administration Center, the National Number Pooling Administration Center, and the .biz registry.

A detailed description of the functions of the Enhanced SRS is provided in Section F, Centralized usTLD Database and Enhanced Shared Registration System.

A detailed description of the technical operations and facilities of the Enhanced SRS, including XRP and the Centralized usTLD Database, is provided in Sections O.1, O.2, and O.3 of this proposal.

B.5.2 Accreditation Process for usTLD Registrars

NeuStar will implement a simple registrar accreditation process to ensure consistency in quality and service within the usTLD, while at the same time promoting stability and competition for domain name registration services.

In order to encourage the rapid implementation of the enhanced usTLD space, promote strong competition among registrars, and ensure the continued neutrality of the registry, while at the same time promoting competition and stability for domain name registration services, NeuStar will use a straightforward, fair and efficient accreditation process for all usTLD registrars. Eligibility to access the registry will be subject only to an accreditation application process and technical testing and approval by NeuStar technical staff, payment of a registrar accreditation fee, and the execution of a usTLD Registrar Accreditation and usTLD Registry-Registrar Agreements.
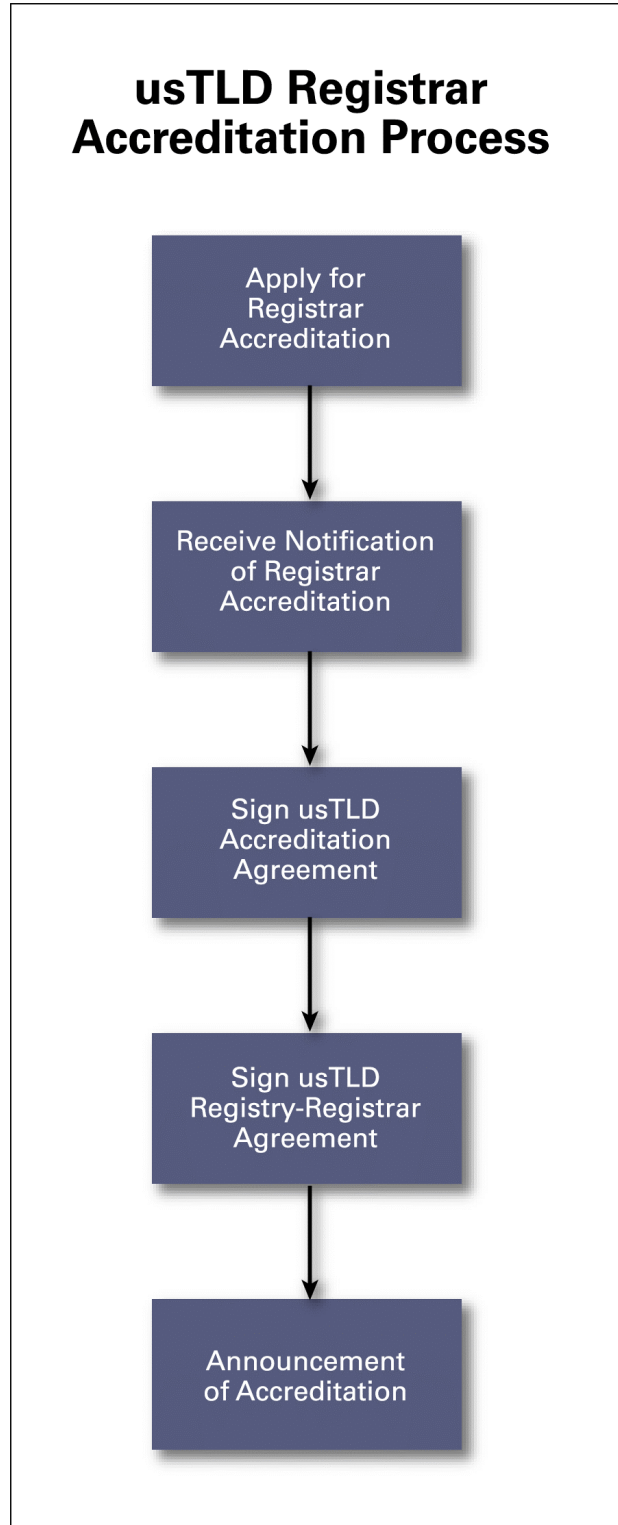
All registrars or potential registrars, including those who are already ICANN-Accredited Registrars, must become accredited to register domain names in the usTLD. A registrar need not be an ICANN-accredited registrar to become a usTLD registrar. The usTLD Registrar Accreditation Process is illustrated in Exhibit B.5-2. The following bullets outline the basic process:

- **Apply for Registrar Accreditation**. All registrars must complete and submit to NeuStar a usTLD Registrar Accreditation Application. They must also must review the Application Instructions and the current usTLD Registrar Accreditation Agreement and Registry-Registrar Agreement.

- **Receive Notification of Registrar Accreditation**. After completing its review of the accreditation application and conducting any necessary follow-up inquiries, NeuStar will inform the applicant by e-mail of its decision.

- **Sign a usTLD Accreditation Agreement** Once NeuStar has approved the applicant for accreditation, the applicant must execute a usTLD Registrar Accreditation Agreement with NeuStar.

- **Sign a usTLD Registry-Registrar Agreement**. Each applicant must also execute a usTLD Registry-Registrar Agreement.

- **Technical Certification Process**. Upon execution of the necessary agreements, the usTLD Accredited registrar will begin operational testing and evaluation utilizing the NeuStar provided Registrar Tool Kit. Upon receipt of approval from the NeuStar Technical Evaluation Team, the new registrar will be eligible to access and register domain names in the usTLD registry system. This process is described in detail in Section 3.5.3, Technical Certification of usTLD Registrars.

- **Announcement of Accreditation**. NeuStar will announce the accreditation, along with contact information for the newly accredited usTLD registrar on its Web site, unless the registrar specifies that it would prefer, for business reasons, to postpone the announcement of accreditation.

Because NeuStar proposes an open, shared registry for the expanded usTLD space, there will be no restrictions on the number of registrars permitted to register names in the system.

Copies of the usTLD Registrar Accreditation Agreement and the Accreditation Application are attached at the end of this section. NOTE: The Application refers to Application Instructions which will be developed by NeuStar and approved by the Department of Commerce prior to the commencement of the accreditation process.

usTLD Registrar Accreditation Process

Apply for Registrar Accreditation

Receive Notification of Registrar Accreditation

Sign usTLD Accreditation Agreement

Sign usTLD Registry-Registrar Agreement

Announcement of Accreditation

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Exhibit B.5-2. *The usTLD Registrar Accreditation Process will be followed to ensure all usTLD Registrars meet the requisite standards of integrity.*

B.5.3   usTLD Technical Certification Process

NeuStar's process for Operational Test and Evaluation certification will test the capabilities of registrar systems before access to the live Enhanced Shared Registry System is granted.

In order to maintain the integrity of the usTLD and of the DNS as a whole, it is necessary to ensure that registrars are technically competent and that their systems, which will interface with the usTLD Enhanced Shared Registration System (SRS), are capable of operating and performing the required functions. To fill this need, NeuStar will develop and implement a process for technical certification of registrars in the expanded usTLD space.

Before a registrar would be given permissions to access the live usTLD Enhanced SRS, it will first need to pass NeuStar's usTLD Technical Certification Process, called Operational Test and Evaluation (OT&E) certification. The purpose of this OT&E certification will be to verify the correct operation and performance of a registrar's client system.

Preparations for OT&E Certification

The OT&E certification process will begin when a registrar becomes accredited by NeuStar to register names in the usTLD, at which point the registrar will enter the usTLD registry provisioning process. This process begins when the registrar fills out a registration form. NeuStar will then send a usTLD welcome package to the registrar that will include information to help implement its eXtensible Registry Protocol (XRP) client application for the Enhanced SRS. This package will also include the following:

- Username and password to access the private members area of the usTLD Web site.

- The OT&E test bed server information and username/password for two accounts to access the usTLD OT&E test bed for registrar client testing.

- Instructions for downloading the XRP Registrar Tool Kit.

- Instructions for downloading the documentation for the XRP Registrar Tool Kit. This tool kit will be available to any interested party that would like to implement registrar client applications.

- Instructions for downloading the XRP specifications and XRP Common Application Programmer Interfaces (APIs).

- Instructions on how to proceed with the OT&E certification process.

- Instructions on how to obtain an SSL certificate from an approved Certificate Authority.

- Instructions on how to provide the usTLD registry with the list of subnets that will be used to access the Enhanced SRS Test Plans and Procedures, which will explain the test cases, test metrics, data collection, test data analysis, and reporting to be performed during OT&E verification.

The registrar will be responsible for installing the XRP client application that will interface to the registry using the XRP. The registrar will interface the XRP client to the back-office systems via the XRP common APIs.

Because the registry-registrar communication channel will be encrypted, an SSL certificate from an approved Certificate Authority will be required to establish an SSL encrypted channel. The username/password and subnet list will provide additional security; only a valid combination

of an SSL certificate, username/password, and subnet will be allowed to access the live Enhanced SRS.

During XRP client implementation, the registrar will have access to the Registry OT&E test bed environment. In the OT&E test bed, the registrar may test the operation of its software to verify the correct handling of XRP commands, their responses, and notification messages. Operations performed in the OT&E environment will not be charged and will not have any impact on the live Enhanced SRS. Registrars/Delegees will continue to have access to the OT&E test bed after certification, so that they may continue to test their back-office software systems.

When a registrar has completed the testing of its XRP client and back-office systems and would like to proceed with OT&E certification, it will then contact the usTLD Customer Service Center to schedule a time slot for an acceptance test. Time slots will be scheduled on a first-come-first-served basis. At the scheduled time, the registrar will contact the usTLD OT&E Technical Support Team to initiate the certification.

The XRP Registrar Tool Kit

The XRP Registrar Tool Kit is a software development kit (SDK) that will support the development of a registrar software system for registering Internet domain names in the usTLD registry using the XRP registry-registrar protocol and the XRP common APIs. The SDK will consist of software and documentation as described below.

The SDK will be used by the registrar as a basis for connecting to the usTLD registry test bed environment during OT&E and can also be used to develop a system for interfacing with the live usTLD registry once the registrar has been certified.

The software will consist of a working Java XRP common API and samples of interfaces to back-office systems that implement the XRP core functions and XRP extensions used to communicate between the registry and registrar. The SDK will illustrate how XML requests (registration events) can be assembled and forwarded to the registry for processing. The software will provide the registrar with the basis for a reference implementation that conforms to the XRP registry-registrar protocol. The software component of the SDK will also include XML schema definition files for all Registry XRP objects and XRP object extensions.

The documentation will also describe the XRP software package hierarchy, the object data model, and the defined objects and methods (including calling parameter lists and expected response behavior). New versions of the SDK will be made available from time to time to provide support for additional features as they become available and support for other platforms and languages.

OT&E Certification Test Cases

During OT&E certification, a registrar's client application will be required to demonstrate the proper execution of the following operations:

- SSL connection establishment
- XRP <login> command
- Change of <login> password
- XRP <logout> command
- Domain name operations

- Create domain without nameservers and without contacts (XRP Transform <create>)
- Create domain with nameservers
- Create domain with contacts
- Create domain with maximum registration period
- Create domain with maximum number of nameservers
- Create domain with maximum number of contacts
- Create domain with maximum length domain name (63 characters + .US)
- Create domain with invalid name
- Check domain (XRP Query <check>)—domain not available
- Check domain (XRP Query <check>)—domain available
- Check domain—maximum length domain name (63 characters + .US) not available
- Query domain (XRP Query <info>)
- Query domain transfer status (XRP Query <transfer>)
- Delete domain (XRP Transform <delete>)
- Renew domain (XRP Transform <renew>)
- Transfer domain (XRP Transform <transfer>)
- Change domain (XRP Transform <update>)—nameservers
- Change domain (XRP Transform <update>)—contact
- Change domain (XRP Transform <update>)—status

- Nameserver operations
  - Create nameserver (XRP Transform <create>)
  - Create nameserver with maximum length host name (80 characters)
  - Check nameserver (XRP Query <check>)—nameserver known
  - Check nameserver (XRP Query <check>)—nameserver unknown
  - Query nameserver (XRP Query <info>)
  - Delete nameserver (XRP Transform <delete>)
  - Change nameserver (XRP Transform <update>)—add IP address
  - Change nameserver (XRP Transform <update>)—remove IP address

- Contact operations
  - Create contact (XRP Transform <create>)
  - Check contact (XRP Query <check>)—contact known
  - Check contact (XRP Query <check>)—contact unknown

- – Query contact (XRP Query <info>)

  – Query contact transfer status (XRP Query <transfer>)

  – Delete contact (XRP Transform <delete>)

  – Transfer contact (XRP Transform <transfer>)

  – Change contact (XRP Transform <update>)—change element

  – Change contact (XRP Transform <update>)—remove element

- Registrant account operations

  – Create registrant account (XRP Transform <create>)

  – Check registrant account (XRP Query <check>)—contact known

  – Check registrant account (XRP Query <check>)—contact unknown

  – Query registrant account (XRP Query <info>)

  – Query registrant account transfer status (XRP Query <transfer>)

  – Delete registrant account (XRP Transform <delete>)

  – Transfer registrant account (XRP Transform <transfer>)

  – Change registrant account (XRP Transform <update>)—change element

  – Change registrant account (XRP Transform <update>)—remove element

- Effectiveness and utility of client session management and information exchange

- Performance of client session management and information exchange throughput.

NOTE: The Registry will reserve the right to change the OT&E certification requirements as necessary to ensure compliance with the evolving XRP protocol and XRP common APIs.

Post OT&E Certification

All tests performed during OT&E certification must be completed without errors. The registry will provide the certification results in a timely manner and provide feedback for those registrars that failed to successfully complete the tests. Those registrars may correct their systems and reschedule for certification. Registrars will not be limited in the number of attempts at OT&E certification.

Upon successful OT&E certification, the registrar will become eligible for operation in the live Enhanced SRS. A new username and password will be assigned, and the NeuStar will configure the live system to recognize the SSL certificate, username, password, and subnet blocks for the registrar.

B.5.4   Whois Database Development

NeuStar's centralized Whois database will accommodate public searches for registrant and registrar contact information and will ensure the accuracy of data throughout the usTLD namespace.

The locality-based usTLD space has traditionally had no centralized Whois, which made it difficult to look up contact information for domain name holders. But the usTLD expanded space is new, and we have the chance to implement an enhanced Whois database for that space

that will be accurate and up to date from the very first registration in that space. NeuStar will develop and implement an enhanced Whois database that will contain information about all usTLD registrations, registrants, and registrars active in the usTLD namespace. NeuStar's usTLD Web site will provide access to both the locality and expanded Whois databases; Whois will also be available through a standard port 43 interface.

In accordance with the RFQ, the Whois database will allow for multiple string and field searches through a publicly available, Web-based interface. Query returns will indicate the Whois database being accessed, and whether the record is for a registrant or a registrar. Access to the database through the Web site and through port 43 will be free of charge and available to the public.

Populating the Whois information in the expanded space will be done through the registrar at the time of registration. Registrations will not be considered complete without all of the appropriate information being provided.

At a minimum, NeuStar will collect and update the information provided below for each type of Whois record in the expanded space:

Registrant Whois information in the expanded namespace will include the following information:

1. The name of the domain registered;

2. The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;

3. The corresponding names of those nameservers;

4. The creation date of the registration;

5. The name and postal address of the domain name holder;

6. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the domain name holder; and

7. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the domain name holder.

Registrar Whois information in the expanded space will include the following information:

1. The name of the registrar;

2. The Registrar ID;

3. The registrar status (e.g., active, pending);

4. The name and postal address of the registrar;

5. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registrar; and

6. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registrar; and

7. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the registrar.

Detailed descriptions of how the database will be populated, how it will be kept up to date and accurate, and the structure of the Whois responses are provided in Section F, Central usTLD Database and Enhanced Shared Registration System. A detailed description of Whois policy is provided in Section B.3.5.

Further, to ensure the integrity and highest levels of service for Whois administration, redundant databases will be located at the geographically diverse, redundant Enhanced SRS Data Centers located in Illinois and Virginia. In accordance with the U.S. Nexus requirement, no usTLD registry databases will be located outside of the United States. Both databases will be updated in near real time (intervals no greater than 15 minutes) and will be synchronized to ensure consistency of the response.

A more detailed technical description of the database is provided in Sections O.3 and O.8 of this proposal.

B.5.5   Community Outreach Plan

NeuStar has a strong history of facilitating discussion among stakeholders while ensuring it does not become a barrier to progress in the public interest. NeuStar will bring this experience to bear in the usTLD.

Administration of public resources, whether they are telephone numbers or domain names, requires strong awareness of constituencies and their needs. Thus, community outreach is a critical element in such administration. In addition, however, an administrator also must have the experience and resources to ensure that public outreach, discussion and input do not becomes barriers to meeting project objectives. An inexperienced administrator might not recognize this important distinction. The distinction is, however, critical to the success of the usTLD, for without strong coordination of the outreach process itself, enhancement and development efforts for the usTLD will stagnate.

NeuStar has a strong legacy of coordinating complex groups of users in the industries that it serves. NeuStar intends to establish targeted communications mechanisms, including e-mail listservs, chat services, and other Internet-based services whereby the public can suggest or recommend either additional policies and procedures or modifications to existing ones. In addition, NeuStar will utilize traditional customer outreach, such as users group meetings, user support representatives, and other support services to maintain close relationships with usTLD users and the public.

NeuStar proposes the creation of a usTLD Policy Council to assist in the development and implementation of usTLD outreach, among other functions. This council will be very important to the ongoing development of usTLD policy and public outreach. The structure and duties of this council, as well as the detailed outline of our basic outreach plan, are discussed in detail in Section B.3.5 herein.

Initial Working Draft Dated July 27, 2001

Registrar Accreditation Agreement

This REGISTRAR ACCREDITATION AGREEMENT ("Accreditation Agreement") is by and between NeuStar, Inc., a Delaware corporation, and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on [DATE], at Washington, D.C., USA.

1. DEFINITIONS. For purposes of this Accreditation Agreement, the following definitions shall apply:

1.1 "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.2 The "Effective Date" is _____.

1.3 The "Expiration Date" is _____.

1.4 "NeuStar" or "Registry" means NeuStar, Inc. and its successors and assigns.

1.5 "Registered Name" means domain name within the usTLD.

1.6 "Registrant" means the holder of a Registered Name.

1.7 The word "Registrar," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Accreditation Agreement.

1.8 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with a Registrant and with NeuStar and collects registration data about the Registrant and submits registration information for entry in the Registry Database and is party to an accreditation agreement with NeuStar.

1.9 "Registrar Services" means services provided by a registrar in connection with the usTLD, and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.

1.10 "Registry Database" means a database comprised of data about one or more domain names within usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.11 "Registry System" means the registry system operated by Registry for Registered Names in the usTLD.

1.12 "Term of this Accreditation Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Accreditation Agreement.

1.13 "TLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet. This does not include usTLD domain names hosted by a delegated manager within the usTLD.

2. NeuStar OBLIGATIONS.

2.1 <u>Accreditation</u>. During the Term of this Accreditation Agreement, Registrar is hereby accredited by NeuStar to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database) for the usTLD.

2.2 <u>Registrar Use of NeuStar Name and Website</u>. NeuStar hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Accreditation Agreement (a) to state that it is accredited by NeuStar as a registrar for the usTLD and (b) to link to pages and documents within the NeuStar web site. No other use of NeuStar's name or website is licensed hereby. This license may not be assigned or sublicensed by Registrar.

2.3 <u>General Obligations of NeuStar</u>. With respect to all matters that impact the rights, obligations, or role of Registrar, NeuStar shall during the Term of this Accreditation Agreement:

    2.3.1   not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and

    2.3.2   ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by NeuStar standards, policies, procedures or practices.

3. REGISTRAR OBLIGATIONS.

3.1 <u>Obligations to Provide Registrar Services</u>. During the Term of this Accreditation Agreement, Registrar agrees that it will operate as a registrar for the usTLD in accordance with this Accreditation Agreement and the Registry-Registrar Agreement.

3.2 <u>Submission of Registered Name Holder Data to Registry.</u> During the Term of this Accreditation Agreement:

    3.2.1   As part of its registration of Registered Names in the usTLD, Registrar shall submit to, or shall place in the Registry Database operated by, NeuStar, as the Registry for the usTLD, the following data elements:

    3.2.1.1 The name of the Registered Name being registered;

    3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

    3.2.1.3 The corresponding names of those nameservers;

    3.2.1.4 Unless automatically generated by the Registry System, the identity of the Registrar;

    3.2.1.5 Unless automatically generated by the Registry System, the expiration date of the registration; and

    3.2.1.6 Any other data NeuStar, as Registry, requires be submitted to it.

    3.2.2   Within five (5) business days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by NeuStar, as Registry.

    3.2.3   In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated NeuStar,

as Registry, within ten (10) days of any such request by NeuStar, Registrar shall submit an electronic database containing the data elements listed in Subsections 3.2.1.1 through 3.2.1.6 for all active records in the registry sponsored by Registrar, in a format specified by NeuStar.

3.3 <u>Public Access to Data on Registered Names.</u> During the Term of this Accreditation Agreement:

3.3.1   At its expense, Registrar shall provide an interface to the usTLD Whois. Until NeuStar otherwise specifies by means of a NeuStar adopted specification or policy, the usTLD Whois shall consist of the following elements:

3.3.1.1 The name of the Registered Name;

3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);

3.3.1.4 Registrar ID

3.3.1.5 The original creation date of the registration;

3.3.1.6 The expiration date of the registration;

3.3.1.7 The name and postal address of the Registrant;

3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

3.3.1.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

3.3.2   Upon receiving any updates to the data elements listed in Subsections 3.3.1.2, 3.3.1.3, and 3.3.1.5 through 3.3.1.8 from the Registrant, Registrar shall promptly update its database and provide such updates to the Registry.

3.4 <u>Retention of Registrant and Registration Data.</u>

3.4.1   During the Term of this Accreditation Agreement, Registrar shall maintain its own electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within the usTLD. The data for each such registration shall include the elements listed in Subsections 3.3.1.1 through 3.3.1.8; the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and any other Registry Data that Registrar has submitted to the Registry or placed in the Registry Database under Subsection 3.2.

3.4.2   During the Term of this Accreditation Agreement and for three (3) years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with NeuStar, as Registry, and Registrant:

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to NeuStar, as Registry;

3.4.2.2 In electronic, <u>paper, or microfilm form</u>, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registrant, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registrant with Registrar, including dates and amounts of all payments and refunds.

3.4.3 During the Term of this Accreditation Agreement and for three (3) years thereafter, Registrar shall make these records available for inspection and copying by NeuStar upon reasonable notice. NeuStar shall not disclose the content of such records except as expressly permitted by a NeuStar specification or policy or as otherwise required by law.

3.5 <u>Rights in Data</u>. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, the usTLD. Registrar does not disclaim rights in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in the usTLD, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Registered Name in the usTLD, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Accreditation Agreement and any NeuStar specifications or policies and as required by law or (2) transferring rights it claims in data elements subject to the provisions of this Subsection.

3.6 <u>Data Escrow</u>. During the Term of this Accreditation Agreement, on a schedule, under the terms, and in the format specified by NeuStar, Registrar shall submit an electronic copy of the database described in Subsection 3.4.1 to NeuStar or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and NeuStar, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, NeuStar, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to NeuStar; (2) the data shall be released from escrow upon expiration without renewal or termination of this Accreditation Agreement; and (3) NeuStar's rights under the escrow agreement shall be assigned with any assignment of this Accreditation Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, NeuStar (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.

3.7 <u>Business Dealings, Including with Registrant</u>.

3.7.1   In the event NeuStar adopts a specification or policy, supported by a consensus of NeuStar-Accredited registrars, establishing or approving a code of conduct for NeuStar-Accredited registrars, Registrar shall abide by that code.

3.7.2   Registrar shall abide by applicable laws and governmental regulations.

3.7.3   Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to the Registry System that is superior to that of any other Accredited registrar.

3.7.4   Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registrant upon activation of the registration.

3.7.5   Registrar shall register Registered Names to Registrant only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration.   In the event that NeuStar adopts a specification or policy concerning procedures for handling expiration of registrations, Registrar shall abide by that specification or policy.

3.7.6   Registrar shall not insert or renew any Registered Name in a manner contrary to a NeuStar policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal.

3.7.7   Registrar shall require all Registrant to enter into an electronic or paper registration agreement with Registrar including at least the following provisions:

3.7.7.1 The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of an Registrant that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.

3.7.7.2 A Registrant's willful or grossly negligent provision of inaccurate or unreliable information, its willful or grossly negligent failure promptly to update information provided to Registrar shall constitute a material breach of the Registrant's Registration Agreement with the registrar and be a basis for cancellation of the Registered Name registration.

3.7.7.3 Enforcement of Accurate Whois Data

3.7.7.3.1   Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants.

3.7.7.3.2   No later than thirty (30) days after receipt of a written complaint, the Registrar shall conduct an initial investigation

into the veracity and accuracy of the contact details. If the Registrar determines that the information is false, inaccurate or not up to date, Registrar shall issue a letter to the Registrant via e-mail, and regular first class mail, stating that the information contained in the Registrant's Whois record may be false, inaccurate or not up to date.

3.7.7.3.3 The Registrant shall be required to update its contact information no later than thirty (30) calendar days of the date of such notice. If, within thirty (30) days, Registrant can either (i) show that it has not provided false or inaccurate contact information or (ii) provide the updated Whois information, then the registrant will be allowed to maintain its usTLD domain name registration. If, however, after thirty (30) days, the registrant either does not respond to Registrar's notice or is unable to provide true and accurate contact information, the registrant shall be deemed to have breached its registration agreement and the registrar shall be required to delete the registration.

3.7.7.3.4 Registrar shall not be required to refund any fees paid by the registrant if the registrar terminates a Registrant's registration agreement due to its enforcement of this provision.

3.7.7.4 Any Registrant that intends to license use of a domain name to a third party is nonetheless the Registrant of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registrant reasonable evidence of actionable harm.

3.7.7.5 Registrar shall provide notice to each new or renewed Registrant stating:

3.7.7.5.1 The purposes for which any personal data collected from the applicant are intended;

3.7.7.5.2 The intended recipients or categories of recipients of the data (including NeuStar, as Registry, and others who will receive the data from NeuStar, as Registry);

3.7.7.5.3 Which data are obligatory and which data, if any, are voluntary; and

3.7.7.5.4 How the Registrant or data subject can access and, if necessary, rectify the data held about them.

3.7.7.5 The Registrant shall consent to the data processing referred to in this Section 3.7.7.4.

3.7.7.6 The Registrant shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose personal data are supplied to Registrar by the Registrant, and that the Registrant has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.

3.7.7.7 Registrar shall agree that it will not process the personal data collected from the Registrant in a way incompatible with the purposes and other limitations about which it has provided notice to the Registrant in accordance with Subsection 3.7.7.4 above.

3.7.7.8 Registrar shall agree that it will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

3.7.7.9 The Registrant shall represent that, to the best of the Registrant's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

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

3.7.7.11 The Registrant shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any NeuStar adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a NeuStar adopted specification or policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the Registered Name.

3.7.7.12 The Registrant shall indemnify and hold harmless the Registry and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name**.**

3.7.7.13 Registrar shall require in its Registration Agreement with each Registrant that such Registrant certify, under penalty of perjury, that it meets the following Nexus Requirements to qualify to register to use a Registered Name. Registrants in the usTLD must be either:

3.7.7.13.1 A natural person (i) who is a citizen or permanent resident of the United States of America or any of its possessions or territories, or (ii) whose primary place of domicile is in the United States of America or any of its possessions, or

3.7.7.13.2 An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories, or

3.7.7.13.3 An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States.

3.7.8 Registrar shall abide by any specifications or policies established according to Section 4 requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.

3.7.9 Registrar shall abide by any NeuStar adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by registrars.

3.7.10 Nothing in this Accreditation Agreement prescribes or limits the amount Registrar may charge Registrant for registration of Registered Names.

3.8 <u>Domain-Name Dispute Resolution</u>. During the Term of this Accreditation Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by NeuStar under Section 4, Registrar shall comply with the United Stated Dispute Resolution Policy (usDRP) and the Nexus Dispute Policy ("NDP") identified on Registry's website.

3.9 <u>Accreditation Fees</u>. As a condition of accreditation, Registrar shall pay accreditation fees to NeuStar. These fees consist of yearly and variable fees.

3.9.1 <u>Fixed Accreditation Fee</u>. Registrar shall pay NeuStar a fixed yearly accreditation fee in an amount established by NeuStar. The first year's accreditation fee shall be $1,000 for the usTLD. Thereafter, the yearly accreditation fee may be increased by up to ten percent (10%) from the previous year. Payment of the yearly fixed fee shall be due within thirty (30) days after invoice from NeuStar.

3.9.2 <u>Variable Accreditation Fee</u>. Registrar shall pay the variable accreditation fees established by NeuStar, provided that in each case such fees are reasonably allocated among all registrars that contract with NeuStar. Registrar shall pay such fees in a timely manner for so long as all material terms of this Accreditation Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and NeuStar.

3.9.3 On reasonable notice given by NeuStar to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party that shall preserve the confidentiality of

such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

3.10 <u>Insurance</u>. Registrar shall maintain in force commercial general liability insurance with policy limits of at least $500,000 covering liabilities arising from Registrar's registrar business during the term of this Accreditation Agreement.

4. PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.

4.1 <u>Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies</u>. During the Term of this Accreditation Agreement, Registrar shall comply with the terms of this Accreditation Agreement on the schedule set forth in Subsection 4.4, with

4.1.1   new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by NeuStar as Consensus Policies in the manner described in Subsection 4.3,

4.1.2   in cases where:

4.1.2.1   this Accreditation Agreement expressly provides for compliance with revised specifications or policies established in the manner set forth in one or more subsections of this Section 4; or

4.1.2.2   the specification or policy concerns one or more topics described in Subsection 4.2.

4.2 <u>Manner of Establishment of New and Revised Specifications and Policies</u>

4.2.1   "NeuStar Policies" are those specifications or policies established by NeuStar through the United States Policy Advisory Council ("usPAC").

4.2.2   For all purposes under this Accreditation Agreement, the policies specifically identified by NeuStar on its website for the usTLD <LINK> at the date of this Accreditation Agreement as having been adopted by NeuStar before the date of this Accreditation Agreement shall be treated in the same manner and have the same effect as "NeuStar Policies". Such NeuStar Policies are hereby incorporated by reference and shall be binding on Registrar.

4.3 <u>Time Allowed for Compliance</u>. Registrar shall be afforded a reasonable period of time after receiving notice of the establishment of a specification or policy under Subsection 4.2 in which to comply with that specification or policy, taking into account any urgency involved.

5. MISCELLANEOUS PROVISIONS.

5.1 <u>Specific Performance</u>. While this Accreditation Agreement is in effect, either party may seek specific performance of any provision of this Accreditation Agreement in the manner provided in Section 5.5 below, provided the party seeking such performance is not in material breach of its obligations.

5.2 <u>Termination of Accreditation Agreement by Registrar</u>. This Accreditation Agreement may be terminated before its expiration by Registrar by giving NeuStar thirty (30) days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to NeuStar pursuant to this Accreditation Agreement.

5.3 <u>Termination of Accreditation Agreement by NeuStar</u>. This Accreditation Agreement may be terminated before its expiration by NeuStar in any of the following circumstances:

5.3.1   There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.

5.3.2   Registrar:

5.3.2.1 is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that NeuStar reasonably deems as the substantive equivalent of those offenses; or

5.3.2.2 is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

5.3.3   Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that NeuStar deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.

5.3.4   Registrar fails to cure any breach of this Accreditation Agreement within fifteen (15) business days after NeuStar gives Registrar notice of the breach.

5.3.5   Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.5.

5.3.6   Registrar continues acting in a manner that NeuStar has reasonably determined endangers the stability or operational integrity of the Internet or the Registry System after receiving three (3) days notice of that determination.

5.3.7   Registrar becomes bankrupt or insolvent.

5.4 Term of Accreditation Agreement; Renewal; Right to Substitute Updated Accreditation Agreement. This Accreditation Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the NeuStar-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Accreditation Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Accreditation Agreement) that NeuStar adopts in accordance with Subsection 2.3 and Subsection 4.2. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Accreditation Agreement, NeuStar posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Accreditation Agreement under Subsection 5.3 above) may elect, by giving NeuStar written notice, to enter an agreement in the updated form in place of this Accreditation Agreement. In the event of such election, Registrar and NeuStar shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this

Accreditation Agreement was made, and this Accreditation Agreement will be deemed terminated.

5.5 <u>Resolution of Disputes Under this Accreditation Agreement; Governing Law</u>. Disputes arising under or in connection with this Accreditation Agreement, including (1) disputes arising from NeuStar's failure to renew Registrar's accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.5 pursuant to the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Washington, D.C., USA. There shall be three (3) arbitrators: each party shall choose one arbitrator; if those two arbitrators do not agree on a third arbitrator within fifteen (15) calendar days of the designation of the second arbitrator, the AAA shall choose the third. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the of the selection of the third arbitrator. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Accreditation Agreement by NeuStar, Registrar may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the arbitration panel has granted a NeuStar request for specific performance and Registrar has failed to comply with such ruling. In all litigation involving NeuStar concerning this Accreditation 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 the Eastern District of the Commonwealth of Virginia, 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 in a court located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement. This Accreditation Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Virginia).

5.6 <u>Limitations on Monetary Remedies for Violations of this Accreditation Agreement</u>. NeuStar's aggregate monetary liability for violations of this Accreditation Agreement shall not exceed the amount of accreditation fees paid by Registrar to NeuStar under Subsection 3.9 of this Accreditation Agreement. Registrar's monetary liability to NeuStar for violations of this Accreditation Agreement shall be limited to the aggregate amount of accreditation fees previously paid plus those then owing to NeuStar under this Accreditation Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATION OF THIS ACCREDITATION AGREEMENT.

5.7 <u>Assignment</u>. Either party may assign or transfer this Accreditation Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld, except that NeuStar may, with the written approval of the U.S. Department of Commerce, assign this agreement by giving Registrar written notice of the assignment.

5.9 <u>No Third-Party Beneficiaries</u>. This Accreditation Agreement shall not be construed to create any obligation by either NeuStar or Registrar to any non-party to this Accreditation Agreement, including any Registrant.

5.10 <u>Notices, Designations, and Specifications</u>. Any notice or other communication required or permitted to be delivered to any party under this Accreditation Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against of receipt of confirmation of delivery) or by telecopier (against receipt of answerback confirming delivery) during business hours to the address or telecopier number set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from NeuStar to Registrar at such time as NeuStar posts any notice, update, modification or other information on its U.S. website, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new Consensus Policy)..

      If to Registrar:

      with copy to:

      If to Registry:

            NeuStar, Inc.
            1120 Vermont Avenue
            Suite 400
            Washington, DC 20005
            Attn: VP of _____
            phone:_____

fax: _____

with a copy to:

NeuStar, Inc.
1120 Vermont Avenue
Suite 400
Washington, DC 20005
Attn: General Counsel
phone:_____
fax: _____

5.11 <u>Dates and Times</u>. All dates and times relevant to this Accreditation Agreement or its performance shall be computed based on the date and time observed in Washington, D.C., USA.

5.12 <u>Language</u>. All notices, designations, and specifications made under this Accreditation Agreement shall be in the English language.

5.13 <u>Amendments and Waivers</u>. No amendment, supplement, or modification of this Accreditation Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Accreditation 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 Accreditation 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.

5.14 <u>Counterparts</u>. This Accreditation 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.

5.15 <u>Entire Accreditation Agreement</u>. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to NeuStar in connection with its Accreditation, this Accreditation Agreement constitutes the entire agreement of the parties pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

5.16 <u>Construction; Severability</u>. The parties agree that any rule of construction to the effect that ambiguities are to be resolve against the drafting party shall not be applied in the construction or interpretation of this Accreditation Agreement. Unless otherwise stated in this Accredition Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Accreditation Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Accreditation Agreement, as it is the intent of the parties that this Accreditation Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Accreditation Agreement shall be construed as if such clause or portion thereof had never been contained in this Accreditation Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the parties as expressed in this Accreditation Agreement to the fullest extent permitted by applicable law.

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

NeuStar, INC.

By:_____
Name: _____
Title:_____

[Registrar Name]

By:_____
Name: _____
Title:_____

Working Draft Dated 07-19-01 v1.0

Registrar Accreditation: Application

HOW TO APPLY:

For your application to be considered, you must send hard copies of the following items to NeuStar:

Completed application. A completed application consists of your responses to the questions set forth in this document, typed or printed out on separate paper and attached to a signed copy of this application form.

All supporting documents as indicated below and in the Application Instructions. These will generally include an insurance certificate and an independently verified financial statement, along with any other supporting documents needed to provide complete answers to the questions below. *NOTE: Application Instructions will be made available prior to the commencement of the accreditation process.*

Application Fee. US $750 (non-refundable). Application fees may be submitted by wire transfer, money order, or bank check, and must be denominated in United States currency. If you want to pay by wire transfer, please send an email to <_____@NeuStar.com> so we can track your payment. The following is the bank account information you will need to send a wire transfer:

Account number _____
Routing indicator _____
[Name of Bank] Branch # _____
[insert address]

Telephone [insert telephone number of Bank]

Completed applications should be sent by mail or courier directly to NeuStar at the following address:

NeuStar, Inc.
Registrar Accreditation
1120 Vermont Avenue, Suite 400
Washington, DC 20005
Phone: (310) 823-9358

 NeuStar accepts applications for registrar accreditation on a rolling basis. There is no deadline for receipt of applications for registrar accreditation.

Please provide the following information on separate paper, answering each request in a numbered paragraph corresponding to the number of the question. If there is no answer available for a particular question, please indicate that fact next to the number corresponding to the question. In answering the questions set forth below, please give the most complete answer possible, explaining all capabilities in detail, and attaching, labeling, and referencing all necessary supporting documents at the back of the application.   See the Application Instructions for additional guidance.

After reviewing your answers and supporting materials, we reserve the right, in our sole discretion, to request additional information in order to assess your capabilities to serve as an accredited registrar. Submission of any such supplemental information shall be subject to the "ATTESTATION OF TRUTHFUL DISCLOSURE" set forth below.

Registrar Accreditation Application

GENERAL INFORMATION:

1. Name and business address of entity applicant.

2. Type of business entity (corporation, partnership, etc.).

3. Telephone number of applicant.

4. Facsimile number of applicant, if available.

5. E-mail address of applicant.

6. Name of contact person.

7. Telephone number and email address of contact person, if different from 3. and 5., above.

8. Internet address for your World Wide Web site.

9. Please list (i) all directors, (ii) all officers, (iii) all relevant managers, and (iv) any persons or entities owning five percent or more of your current or proposed business entity.

BUSINESS CAPABILITIES:

10. Describe your current business capabilities or comprehensive business plan as specified below.

a. Give an overview of your current business operations or business plan. (If you are a publicly traded company, this may be done by providing a copy of your most recent annual report.)

b. What volume of registrations for .us domain names ("UDSNs") do you reasonably project to be able to handle per month?

c. What management, communication, and information processing systems do you have (or propose to have) to handle your projected volume of registration business per month? Please be specific.

d. What management, communication, and information processing systems do you have (or propose to have) to promptly handle USDN holders' requests for changes in registration data? How long do you anticipate that such requests will take to execute?

e. What is your capability (or proposal for capability) for providing a reliable and readily usable daily backup and archive of all USDN holder and registration data?

f. What is your capability (or proposal for capability) for maintaining electronic copies of all transactions, correspondence, and communications with the shared registration system (SRS) for at least the length of the registration contract?

g. What is your capability (or proposal for capability) for providing public access on a real-time basis (such as through a Whois service) to the data elements NeuStar has designated for all active USDN registrations you sponsor in the registry (see Section 3.5 of the Registrar Accreditation Agreement)?

h. What is your capability (or proposal for capability) for providing information systems security procedures to prevent system hacks, break-ins, data tampering, and other disruptions to your operations?

i. What is your capability (or proposal for capability) for providing USDN holders with continued use of their domain names in the event you go out of business or otherwise cease to operate as an NeuStar-accredited registrar of USDNs?

j. Do you (or will you) have the capacity to engage a sufficient number of qualified employees to handle the registration, update, and customer inquiry volume you projected in question 10.b?

k. What is your capability (or proposal for capability) for ensuring that the operation of the Internet will not be adversely affected in the event you go out of business or otherwise cease to operate as an NeuStar-accredited registrar of USDNs?

l. Do you have commercial general liability insurance? From what insurer? In what amount? If you do not currently have such insurance, how do you propose to obtain it, and in what amount? Please attach a current and valid certificate of insurance, if you currently hold it. If you do not currently have insurance, please attach a binder or other similar evidence of insurability (or the intent to insure) from an insurance company.

m. How much working capital do you have available for the operation of the registrar business? Is this level of liquid capital sufficient for your projected registration volume? Please attach evidence of working capital (if available, an audited statement for your most recent fiscal period is sufficient).

n. Do you hold an existing and operational USDN (i.e., "NeuStar.com"), second-level domain

under any of the gTLDs (i.e., .biz, .com, .net, etc.) or country code top level domains (i.e. .au), or third level domain if operating under a country code top level domain (i.e., "cam.ac.uk")? If so, please list all domain names (or third level domains) under which you or your affiliates do business.

o. Can you meet all of a registrar's obligations under the Registrar Accreditation Agreement ? If there are any provisions of the Registrar Accreditation Agreement you may not be able to fulfill, please explain the circumstances that prevent you from doing so.

11. Have you submitted to NeuStar within the past year an accreditation application or material accompanying an accreditation application that NeuStar has found to contain a material misrepresentation, material inaccuracy, or materially misleading statement? If yes, then please explain the circumstances.

12. Indicate whether (i) the applicant or any of its (ii) officers, (iii) directors, or (iv) managers:

a. within the past ten years, has been convicted of a felony or of a misdemeanor related to financial activities, or has been judged by a court to have committed fraud or breach of fiduciary duty, or has been the subject of a judicial determination that is similar or related to any of these;

b. within the past ten years, has been disciplined by the government of its, her, or his domicile for conduct involving dishonesty or misuse of funds of others;

c. is currently involved in any judicial or regulatory proceeding that could result in a conviction, judgment, determination, or discipline of the type specified in (a) or (b); or

d. is the subject of a disqualification imposed by NeuStar and in effect at the time of this application.
If any of the above events have occurred, please provide details.

13. Do you give NeuStar permission to use your company's name and/or logo in its public announcements (including informational web pages) relating to registrar accreditation?

PAST ICANN ACCREDITATION

14. Are you currently an ICANN-Accredited Registrar for any of the gTLDs? If so, which one(s)?

15. If you are not currently accredited by ICANN as a registrar, have you ever previously been accredited by ICANN to serve as a registrar? If so, please explain in detail the circumstances surrounding the expiration or termination of your prior ICANN accreditation.

ATTESTATION OF TRUTHFUL DISCLOSURE:

By signing this application, the undersigned Applicant attests that the information contained in this application, and all supporting documents included with this application, are true and accurate to the best of Applicant's knowledge. By signing this application, the undersigned Applicant gives NeuStar permission to contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in this application. Applicant waives liability on the part of NeuStar for its actions in verifying the information provided in this application. Applicant further waives liability on the part of any third parties who provide truthful, material, relevant information about Applicant as requested in this application.

_____
Signature

_____
Name (please print)

_____
Title

_____
Name of Applicant Entity

_____
Date

Please attach all answers and supporting documents to a signed copy of this application form. Please include the application fee and send directly or by courier to NeuStar at the address indicated above.