

## **.BIZ Agreement Registry-Registrar Agreement**

This Registry-Registrar Agreement (the "Agreement") is between NeuStar, Inc., a Delaware corporation, with its principal place of business located at Loudoun Tech Center, 46000 Center Oak Plaza, Sterling, VA 20166 ("Registry Operator"), and \_\_\_\_\_ [Registrar's Name], a \_\_\_\_\_ [jurisdiction and type of organization], with its principal place of business located at \_\_\_\_\_ [Registrar's location] ("Registrar").

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .biz top-level domain;

WHEREAS, multiple registrars will provide Internet domain name registration services within the .biz top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .biz top-level domain.

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, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

### **1. DEFINITIONS**

**1.1.** The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

**1.2.** "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within 15 days of the disclosure of its confidentiality.

**1.3.** "DNS" means the Internet domain name system.

**1.4.** The "Effective Date" shall be the date on which this Agreement is first executed by both parties.

**1.5.** "EPP" means the extensible provisioning protocol, which is the protocol used by the Registry System.

**1.6.** "ICANN" means the Internet Corporation for Assigned Names and Numbers.

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

**1.8.** "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry

Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

**1.9.** "Registered Name Holder" means the holder of a Registered Name.

**1.10.** "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN dated [date of Registry Agreement] for the operation of the Registry TLD, as the same may be amended from time to time.

**1.11.** "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD 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.

**1.12.** "Registry TLD" means the .biz TLD.

**1.13.** "Registry Services" Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .biz registry as of the effective date of the Registry Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in the Registry Agreement); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

**1.14.** The "Registry System" means the registry system operated by Registry Operator for Registered Names in the Registry TLD.

**1.15.** The "Registry Tool Kit" shall mean the Tool Kit set forth in Exhibit A.

**1.16.** "Term" means the term of this Agreement, as set forth in Subsection 8.1.

**1.17.** A "TLD" means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

## **2. OBLIGATIONS OF REGISTRY OPERATOR**

**2.1. Access to Registry System.** Throughout the term of this Agreement, Registry Operator shall provide Registrar with access as a registrar to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

**2.2. Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, Registry

Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

### **2.3. Provision of Tool Kit; License.**

2.3.1. Registry Tool Kit. No later than three business days after the Effective Date, Registry Operator shall provide to Registrar a copy (or hyperlink to a copy which can be downloaded) of the Registry Tool Kit, which shall provide sufficient technical specifications to allow Registrar to interface with the Registry System and employ its features that are available to Registrars.

2.3.2. License. Subject to the terms and conditions of this Agreement, Registry Operator 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 EPP, APIs and any reference client software included in the Registry Tool Kit, as well as updates and redesigns thereof, for providing domain name registration services in the Registry TLD only and for no other purpose.

**2.4. Changes to System.** Registry Operator may from time to time make modifications to the EPP, APIs, or other software licensed hereunder that will revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the EPP, APIs or software licensed hereunder.

**2.5. Engineering and Customer Service Support.** Registry Operator shall provide Registrar with engineering and customer service support as set forth in Exhibit B.

**2.6. Handling of Personal Data.** Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Notwithstanding the above, Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use.

**2.7. Service Level Agreement.** Registry Operator shall use commercially reasonable efforts to meet the performance specifications set forth in Appendix 7 to the Registry Agreement, which is hereby incorporated by reference, and attached as Exhibit F. In the event that Registry Operator fails to meet such requirements, Registry Operator shall issue credits to Registrar as described in Appendix 10 to the Registry Agreement, which is hereby incorporated by reference, and attached as Exhibit G. The remedies set forth in Appendix 10 to the Registry Agreement shall be the sole and exclusive remedies available to Registrar for the failure to meet such performance specifications.

**2.8. ICANN Requirements.** Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements and consensus policies through the processes set forth in the Registry Agreement. Notwithstanding anything in this

Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

**2.9. New Registry Services.** Registry Operator shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.4 above.

### **3. OBLIGATIONS OF REGISTRAR**

**3.1. Accredited Registrar.** During the term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

**3.2. Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

**3.3. Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The current form of Registrar's registration agreement is attached as Exhibit C (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is furnished to the Registry Operator three business days in advance of the use of such amended registration agreement. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

**3.4. Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and its subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

**3.5. Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD.

**3.6. Security.** Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures

to prevent its access to the Registry System granted hereunder from being used to (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure.

**3.7. Resolution of Technical Problems.** Registrar shall 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 EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.

**3.8. 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 Registry records shall control.

**3.9. Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

**3.10. Compliance with Terms and Conditions.** Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, all of the following:

- 3.10.1. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 3.10.2. Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit D. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Registry Operator to Registrar.

**3.11. Restrictions on Registered Names.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

**3.12. Authorization Codes.** Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms. Documentation of these mechanisms shall be made available to Registrar by Registry Operator. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days. In addition, Registrar may not employ any mechanism for complying with a Registrant's request to obtain the applicable "AuthInfo Code" that is more restrictive than the mechanisms used for changing any aspect of the Registrant's contact or name server information. Registrar must not refuse to release an "AuthInfo Code" to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

## **4. FEES**

### **4.1. Amount of Registry Operator Fees.**

- 4.1.1. Registrar agrees to pay Registry Operator the fees set forth in Exhibit E for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right to increase the Fees prospectively upon six (6) months prior notice to Registrar.
- 4.1.2. In addition, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 7.2(b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

**4.2. Payment of Registry Operator Fees.** In advance of incurring Fees, Registrar shall establish a deposit account, or other credit facility accepted by Registry Operator, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by Registry Operator to Registrar. Payment shall be made via debit or draw down of the deposit account or other credit facility approved by Registry Operator. Registry Operator shall provide monthly invoices to the Registrar.

**4.3. Non-Payment of Fees.** In the event Registrar has insufficient funds deposited with Registry Operator, Registry Operator may do any or all of the following: (a) stop accepting new initial, renewal or transferred registrations from Registrar; (b) delete the domain names associated with any negative balance incurred from the Registry database; and (c) pursue any other remedy under this Agreement.

## **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**5.1. Use of Confidential Information.** During the Term of this Agreement, each party (the "Disclosing Party") may be required to disclose its Confidential Information to the other Party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

- 5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
- 5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
- 5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
- 5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- 5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
- 5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (a) is disclosed with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure; or (d) is independently developed by the Receiving Party without use of the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure.
- 5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.
- 5.1.8. The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

## **5.2. Intellectual Property.**

- 5.2.1. Subject to Subsection 3.5, 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. In addition, Registry Operator, or its suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, Registrar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.
- 5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

## **6. INDEMNITIES AND LIMITATION OF LIABILITY**

**6.1. Indemnification.** Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any affiliate of Registry Operator based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) Registry Operator provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for its actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator'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 Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

**6.2. Limitation of Liability.** EXCEPT AS PROVIDED IN SUBSECTION 6.3 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES FOR ANY VIOLATIONS OF THIS AGREEMENT. IN ADDITION, IN NO EVENT SHALL REGISTRY OPERATOR'S LIABILITY EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID BY REGISTRAR TO REGISTRY OPERATOR, EXCLUDING ANY FEES PAID UNDER SECTION 4.1.2 ABOVE, IN THE PRECEDING 12 MONTH PERIOD OR (II) \$100,000.

## **7. DISPUTE RESOLUTION**

**7.1. Dispute Resolution.** Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as

provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in the Commonwealth of Virginia, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. 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 ICC 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 days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court 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 a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement.

## **8. TERM AND TERMINATION**

**8.1. Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the expiration of the Registry Agreement. In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

**8.2. Termination.** This Agreement may be terminated as follows:

- 8.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty 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.
- 8.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Registry Operator thirty days notice of termination.
- 8.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
- 8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 9.1.1.

- 8.2.5. Termination in the Event of Insolvency or 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.

**8.3. Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

- 8.3.1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.
- 8.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.
- 8.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.
- 8.3.4. All fees owing to Registry Operator shall become immediately due and payable.

**8.4. Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 5.1, 5.2, 6.1, 6.2, 7.1, 8.3.3, 8.3.4, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, 9.11 and 9.13 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

## **9. MISCELLANEOUS**

### **9.1. Assignments.**

- 9.1.1. **Assignment to Successor Registry Operator.** In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.
- 9.1.2. **Assignment in Connection with Assignment of Agreement with ICANN.** In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with

ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

9.1.3. **Other Assignments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

**9.2. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Attn: \_\_\_\_\_

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Attn: \_\_\_\_\_

If to Registry Operator:

NeuStar, Inc.

46000 Center Oak Plaza

Sterling, VA 20166

Fax: (571) 434-5735

E-mail: Jeff.Neuman@neustar.biz

Attn: Senior Director, Law, Advanced Services and Business Development

with a copy to:

NeuStar, Inc.

46000 Center Oak Plaza

Sterling, VA 20166

Fax: (571) 434-5735

Attn: General Counsel

### 9.3. Representations and Warranties.

- 9.3.1. **Registrar.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (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, (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.
- 9.3.2. **Registry Operator.** Registry Operator represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.
- 9.3.3. **Disclaimer of Warranties.** THE EPP, APIs, REGISTRY TOOLKIT, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR 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. REGISTRY OPERATOR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

**9.4. Insurance.** During the Term of this Agreement, and any renewal Terms, Registrar shall have in place at least US \$1,000,000 in comprehensive legal liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better. Registrar shall provide a copy of the insurance policy to Registry Operator upon Registry Operator's reasonable request.

**9.5. Third-Party Beneficiaries.** The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

**9.6. Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

**9.7. Force Majeure.** Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

**9.8. Amendments.** Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

**9.9. 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. Neither 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.

**9.10. 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).

**9.11. 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.

**9.12. 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.

**9.13. Entire Agreement.** This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement 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.

**9.14. 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 executed this Agreement as of the date set forth in the first paragraph hereof.

NeuStar, Inc.

\_\_\_\_\_ (“Registrar”)

By:  
Name:  
Title:

By:  
Name:  
Title:

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**Exhibit A**  
**Registrar Tool Kits**

The Registry ToolKit includes:

- Reference client implementations:
  - o Java
  - o Language bindings
  - o Interface Definition Language (IDL)
- Interface definition:
  - o ABNF
  - o XML schema
- Registry Operational Profile (our extensions)
- Authentication and Encryption guidelines
- Epp "feature freeze" drafts
- Epp test plan and coverage matrix
- Java, API documentation

**Exhibit B**  
**Engineering and Customer Service Support**

During the Term of this Agreement, Registry Operator will provide reasonable telephone and electronic customer support to Registrar, not Registered Name holders or prospective customers of Registrar, for non-technical issues solely relating to the Registry System and its operation. Registry Operator will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and Software. While e-mail and FAQs are the primary method of help, Registry Operator will provide support on a 7-day/24-hour basis.

The Registry Operator provides a clear, concise and efficient deliberation of customer support responsibilities. Registrars provide support to registrants and registries provide support for Registrars. This allows the Registry to focus its support on the highly technical and administratively complex issues that arise between the Registry and the Registrar.

***Technical Help Systems***

NeuStar will provide the Registrars with the following types of technical support:

- Web-based self-help services, including:
  - o Frequently asked questions
  - o Downloads of EPP client software
  - o Support for email messaging
- Telephone support from our central Help Desk
- Fee-based consulting services.

***Web Portal***

Registry Operator will implement a secure Web-based portal to help support registrar operations. To obtain access to our Web-based services, a registrar must register his registrants with us, and must have implemented our security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. The home page of the web portal will include a notice to registrars of planned outages for database maintenance or installation of software upgrades. This notification will be posted 30 days prior to the event in addition to active notification including phone calls and email. We will also record outage notifications in the help desk database to facilitate compliance with the service-level agreement. Finally, seven days and again two days prior to the scheduled event, we will use both an email and a Web-based notification to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from NeuStar's public Web site, which will describe our TLD service offerings and list ICANN-certified registrars providing domain-name services.

***Central Help Desk***

In addition to implementing the Web site, we will provide telephone support to our registrars through our central Help Desk. Access to the help desk telephone support is through an automatic call distributor that routes each call to the next available customer support specialist. We will authenticate callers by using caller ID and by requesting a pre-established pass phrase that is different for each registrar. Requests for assistance may also come to the Help Desk via email, either directly or via the secure Web site. The Help Desk's three tiers of support are:

Tier-1 Support. Telephone support to registrars who normally are calling for help with customer domain-name problems and such other issues such as EPP implementation or billing and collection. Problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support. Support provided by members of the technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving escalated Tier 1 problems with EPP implementation and billing and collection, Tier 2 staff provides technical support in system tuning and workload processing.

Tier 3 Support. Complex problem resolution provided by on-site maintenance technicians, third party systems and software experts, and vendors, depending on the nature of the problem.

In turn, the Help Desk uses an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database documents the status of requests and tickets, and notifies the Help Desk when an SLA threshold is close to being breached. Each customer-support and technical support specialist uses our problem management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and a root-cause analysis.

### ***Escalation Policy***

Our escalation policy defines procedures and timelines for elevating problems either to functional experts or to management for resolution if they not resolved within the escalation-policy time limits. The following table is an overview of our escalation policy.

<b>Level</b>	<b>Description</b>	<b>Escalation Policy</b>	<b>Notification</b>
I	Catastrophic outage affecting overall registry operations	Data-center manager escalates to NeuStar management and Disaster-Recovery Team if not resolved in 15 minutes	Web portal and e-mail notifications to all Registrars within 15 minutes; updates every 30 minutes
II	Systems outage affecting one or two registrar sessions but not the entire system	Systems engineer escalates to data-center manager if not resolved in one hour	Web-portal notification to all registrars; hourly updates
III	Technical questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved in two hours	Hourly updates to registrar via e-mail
IV	Basic questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved within four hours	Hourly updates to registrar via e-mail

### ***Staffing***

Registry Operator will staff its Help Desk with a complement of customer service specialists. We will add staff as necessary to respond to incoming requests within the service-level agreement. Customer-service specialists will obtain assistance from Registry Operator's technical staff for any problems that cannot be resolved in one phone call.

### ***Test and Evaluation Facility***

Registry Operator will establish an operational test-and-evaluation facility that will be available for Registrars to test their client EPP system. Our technical-support team, which consists of functional experts in the processes and technologies for domain-name registration, supports the registrars' testing.

Once each new Registrar is satisfied that its system is compatible with the registry system, it will schedule a formal acceptance test that will be monitored by our system engineer. After a registrar has passed the acceptance test, we will issue its user id, passwords, and digital certificates, and the Registrar can begin operations.

### ***Customer Satisfaction Survey***

To determine Registrars' satisfaction with Registry Services, Registry Operator will implement a Web-based customer-satisfaction survey that will consist of a set of survey questions with responses ranging from one to five on the Likert Scale. We will tabulate the results and publish them on the Web site.

To further verify the quality of our customer services, Registry Operator will commission a biannual customer-satisfaction survey by an independent third party.

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**Exhibit C**  
**Registrar's Registration Agreement**  
[To be supplied by Registrar]

**Exhibit D**  
**Registry Operator's Operational Standards, Policies, Procedures and Practices**

**I. Registration Requirements**

Before the Registry Operator will accept applications for registration from Registrar, all domain name applicants in the .biz TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with the Registrar ("Registrar"), in accordance with the ICANN Registrar Accreditation Agreement ("Accreditation Agreement") and this Agreement. Such electronic or paper registration agreement shall include, at a minimum, the following certifications:

- a) The data provided in the domain name registration application is true, correct, up to date and complete; and
- b) The registrant will keep the information provided above up to date.

2. Certify in the Registration Agreement that to the best of its knowledge:

- a) The registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation.
- b) The domain name registrant has the authority to enter into the registration agreement; and
- c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

- 1. To exchange goods, services, or property of any kind;
- 2. In the ordinary course of trade or business; or
- 3. To facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:

1. Using or intending to use the domain name exclusively for personal, noncommercial purposes;  
or
2. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (i.e., registering abcsocks.biz exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose);
3. Using the domain name for the submission of unsolicited bulk e-mail, phishing, pharming or other abusive or fraudulent purposes.

## **II. Incorporation of .Biz Dispute Resolution Services**

In addition, Registrar agrees to incorporate the following text (or translation of such text into relevant language) into their Registration Agreement:

"The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Resolution Policy, currently available at <http://www.icann.org/udrp/udrp.htm>; and

(ii) The Restrictions Dispute Resolution Criteria and Rules, currently available at <http://www.neulevel.biz/ardp/docs/rdrp.html>."

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the UDRP processes.

## **III. Reservation**

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and stockholders; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to lock or place on hold a domain name during resolution of a dispute.

**Exhibit E**  
**Registration Fees**

- Initial Registration. Registrar agrees to pay the non-refundable amounts as set forth below:

Initial Registration Fee (Per Domain Name)
US \$5.30

- Renewal Fees. Registrar agrees to pay the non-refundable amounts as set forth below:

Renewal Fee (Per Domain Name)
US \$5.30

- Fees for Transfers of Sponsorship of Domain-Name Registrations

Where the sponsorship of a domain name is transferred from an ICANN-Accredited Registrar to another ICANN-Accredited Registrar, other than an ICANN approved bulk transfer, Registry Operator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator may charge a Renewal Fee for the requested extension as provided in the renewal schedule set forth above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

For a bulk transfer approved by ICANN, Registry Operator will charge the gaining registrar US \$0 (for transfers of 50,000 names or fewer) or US\$50,000 (for transfers of more than 50,000 names).

- Fee for Restoring Deleted Domain Name Registrations.

Registry Operator may charge registrars the following maximum price for each Registered Name that is restored pursuant to the Redemption Grace Period Policy set forth in Appendix 7 to the Registry Agreement:

- The cost of restoring an unintentionally deleted domain name in the Redemption Grace Period must not exceed US \$40.00 per domain name.
  - Registry Operator will waive the fee for restoring any Registered Name that was deleted, contrary to the wishes of the Registered Name Holder, as the result of a mistake of the Registry Operator.
  - Note: the fee for restoring deleted names is separate from, and in addition to, any Renewal Fees that may be charged as set forth above.
- Fee for disproportionate deletes during Add Grace Period.

Registry Operator reserves the right to increase the Fees set forth above prospectively upon six months advance notice to Registrar.

**Exhibit F**  
**Performance Specification**

**1. Introduction.** The attached Performance Specification Matrix ("Matrix") provides a list of performance specifications as they apply to the three Core Services provided by the Registry - SRS, Nameserver, and Whois services.

**2. Definition.** Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement.

2.1 "Core Internet Service Failure" refers to an extraordinary and identifiable event beyond the control of Registry Operator affecting the Internet services to be measured pursuant to Section 3.6 of this Appendix 7. Such events include but are not limited to congestion collapse, partitioning, power grid failures, and routing failures.

2.2 "Core Services" refers to the three core services provided by the Registry - SRS, Nameserver, and Whois Services.

2.3 "Performance Specification" refers to the specific committed performance service levels as specified herein.

2.4 "Performance Specification Priority" refers to the Registry's rating system for Performance Specifications. Some Performance Specifications are more critical to the operations of the Registry than others. Each of the Performance Specifications is rated as C1 - mission critical, C2 - mission important, C3 - mission beneficial, or C4 - mission maintenance.

2.5 "Registrar Community" refers to all of the ICANN-Accredited Registrars who have executed Registry-Registrar Agreements with Registry Operator for the Registry TLD.

2.6 "SRS" refers to the Shared Registration System; the service that the Registry provides to the Registrar Community. Specifically, it refers to the ability of Registrars to add, modify, and delete information associated with domain names, nameserver, contacts, and registrar profile information. This service is provided by systems and software maintained in coactive redundant data centers. The service is available to approved Registrars via an Internet connection.

2.7 "Nameserver" refers to the nameserver function of the Registry and the nameservers that resolve DNS queries from Internet users. This service is performed by multiple nameserver sites that host DNS resource records. The customers of the nameserver service are users of the Internet. The nameservers receive a DNS query, resolve it to the appropriate address, and provide a response.

2.8 "Service Level Measurement Period" refers to the period of time for which a Performance Specification is measured. Monthly periods are based on calendar months, quarterly periods are based on calendar quarters, and annual periods are based on calendar years.

2.9 "Whois" refers to the Registry's Whois service. The Registry will provide contact information related to registered domain names and nameserver through a Whois service. Any person with access to the Internet can query the Registry's Whois service directly (via the Registry website) or through a Registrar.

**3. Performance Specifications.** Registry Operator shall use commercially reasonable efforts to provide Registry Services for the Registry TLD. The Performance Specifications defined below establish the basis for the Service Level Exception Credits ("SLE Credits") provided for in Appendix 10 to this Registry Agreement.

**3.1 Service Availability.** Service Availability is defined as the time, in minutes, that the Registry's Core Services are responding to its users. Service is unavailable when a service listed in the Matrix is unavailable to all users, that is, when no user can initiate a session with or receive a response from the Registry ("Unavailability"). Service Availability is a C1 priority level.

**3.1.1 Service Availability** is measured as follows:

Service Availability % =  $\{[(TM - POM) - UOM] / (TM - POM)\} * 100$  where:

TM = Total Minutes in the Service Level Measurement Period (#days\*24 hours\*60 minutes)

POM = Planned Outage Minutes (sum of (i) Planned Outages and (ii) Extended Planned Outages during the Service Level Measurement Period)

UOM = Unplanned Outage Minutes (Difference between the total number of minutes of Unavailability during the Service Level Measurement Period minus POM).

Upon written request, and at the sole expense of the requesting Registrar(s), Registry Operator will retain an independent third party (to be selected by Registry Operator with the consent of the Registrar(s) to perform an independent calculation of the UOM). The frequency of this audit will be no more than once yearly during the term of the agreement between Registry Operator and the Registrar.

This calculation is performed and the results reported for each calendar month for SRS and Whois availability and for each calendar year for Nameserver availability. Results will be reported to the Registrar Community via e-mail and to ICANN according to Appendix 4.

**3.1.2 Service Availability—SRS = 99.9% per calendar month.** Service Availability as it applies to the SRS refers to the ability of the SRS to respond to Registrars that access and use the SRS through the EPP protocol. SRS Unavailability will be logged with the Registry Operator as Unplanned Outage Minutes. The committed Service Availability for SRS is 99.9% and the Service Level Measurement Period is monthly.

**3.1.3 Service Availability—Nameserver = 99.999% per calendar year.** Service Availability as it applies to the Nameserver refers to the ability of the Nameserver to resolve a DNS query

from an Internet user. Nameserver Unavailability will be logged with the Registry Operator as Unplanned Outage Minutes. The committed Service Availability for Nameserver is 99.999% and the Service Level Measurement Period is annually.

**3.1.4 Service Availability—Whois = 99.95% per calendar month.** Service Availability as it applies to Whois refers to the ability of all users to access and use the Registry's Whois service. Whois Unavailability will be logged with the Registry Operator as Unplanned Outage Minutes. The committed Service Availability for Whois is 99.95% and the Service Level Measurement Period is monthly.

**3.2 Planned Outage.** High volume data centers like the Registry require downtime for regular maintenance. Allowing for regular maintenance ("Planned Outage") ensures a high level of service for the Registry. Planned Outage Performance Specifications are a C4 priority level.

**3.2.1 Planned Outage Duration.** The Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the Registry Operator is allowed to take the Registry Services out of service for regular maintenance. Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. This Performance Specification, where applicable, has a monthly Service Level Measurement Period. The Planned Outage Duration for the Core Services is as follows:

(i) Planned Outage Duration - SRS = 8 hours (480 minutes) per month;

(ii) Planned Outage Duration - Nameserver = (no planned outages allowed); and

(iii) Planned Outage Duration - Whois = 8 hours (480 minutes) per month.

**3.2.2 Planned Outage Timeframe.** The Planned Outage Timeframe defines the hours and days in which the Planned Outage can occur. The Planned Outage Timeframe for the Core Services is as follows:

(i) Planned Outage Timeframe - SRS = 0600-1400 UTC Sunday;

(ii) Planned Outage Timeframe - Nameserver = (no planned outages allowed); and

(iii) Planned Outage Timeframe - Whois = 0600-1400 UTC Sunday.

**3.2.3 Planned Outage Notification.** The Registry Operator must notify all of its Registrars of any Planned Outage. The Planned Outage Notification Performance Specification defines the number of days prior to a Planned Outage that the Registry Operator must notify its Registrars. The Planned Outage Notification for the Core Services is as follows:

(i) Planned Outage Timeframe - SRS = 3 days;

(ii) Planned Outage Timeframe - Nameserver = (no planned outages allowed); and

(iii) Planned Outage Timeframe - Whois = 3 days.

**3.3 Extended Planned Outage.** In some cases such as software upgrades and platform replacements an extended maintenance timeframe is required. Extended Planned Outages will be less frequent than regular Planned Outages but their duration will be longer. Extended Planned Outage Performance Specifications are a C4 priority level.

**3.3.1 Extended Planned Outage Duration.** The Extended Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the Registry Operator is allowed to take the Registry Services out of service for extended maintenance. Extended Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. Extended Planned Outage periods are in addition to any Planned Outages during any Service Level Measurement Period. This Performance Specification, where applicable, has a Service Level Measurement Period based on a calendar quarter. The Extended Planned Outage Duration for the Core Services is as follows:

- (i) Extended Planned Outage Duration - SRS = 18 hours (1080 minutes) per calendar quarter;
- (ii) Extended Planned Outage Duration - Nameserver = (no planned outages allowed); and
- (iii) Extended Planned Outage Duration - Whois = 18 hours (1080 minutes) per calendar quarter.

**3.3.2 Extended Planned Outage Timeframe.** The Extended Planned Outage Timeframe defines the hours and days in which the Extended Planned Outage can occur. The Extended Planned Outage Timeframe for the Core Services is as follows:

- (i) Extended Planned Outage Timeframe - SRS = 0600 - 0000 UTC Saturday or Sunday;
- (ii) Extended Planned Outage Timeframe - Nameserver = (no planned outages allowed); and
- (iii) Extended Planned Outage Timeframe - Whois = 0600 - 0000 UTC Saturday or Sunday.

**3.3.3 Extended Planned Outage Notification.** The Registry Operator must notify all of its Registrars of any Extended Planned Outage. The Extended Planned Outage Notification Performance Specification defines the number of days prior to an Extended Planned Outage that the Registry Operator must notify its Registrars. The Extended Planned Outage Notification for the Core Services is as follows:

- (i) Extended Planned Outage Timeframe - SRS = 4 weeks;
- (ii) Extended Planned Outage Timeframe - Nameserver =(no planned outages allowed); and
- (iii) Extended Planned Outage Timeframe - Whois = 4 weeks.

**3.4 Processing Time.** Processing Time is an important measurement of transaction-based services like the Registry. The first three Performance Specifications, Service Availability,

Planned Outages and Extended Planned Outages, measure the amount of time that the service is available to its users. Processing Time measures the quality of that service.

Processing Time refers to the time that the Registry Operator receives a request and sends a response to that request. Since each of the Registry Services has a unique function the Performance Specifications for Processing Time are unique to each of the Registry Services. For example, a Performance Specification for the Nameserver is not applicable to the SRS and Whois, etc. Processing Time Performance Specifications are a C2 priority level.

Processing Time Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis. The Registry Operator will log the processing time for all of the related transactions, measured from the time it receives the request to the time that it returns a response.

#### **3.4.1 Processing Time—Add, Modify, Delete = 3 seconds for 95%.**

(i) Processing Time - Add, Modify, and Delete is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for add, modify, and delete transactions associated with domain names, nameservers, contacts, and registrar profile information.

(ii) The Performance Specification is 3 seconds for 95% of the transactions processed. That is, 95% of the transactions will take 3 seconds or less from the time the Registry Operator receives the request to the time it provides a response.

#### **3.4.2 Processing Time—Query Domain = 1.5 seconds for 95%.**

(i) Processing Time - Query Domain is applicable to the SRS as accessed through the EPP protocol. It measures the processing time for an availability query of a specific domain name.

(ii) The performance specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the Registry Operator receives the query to the time it provides a response as to the domain name's availability.

#### **3.4.3 Processing Time—Whois Query = 1.5 seconds for 95%.**

(i) Processing Time - Whois Query is only applicable to the Whois. It measures the processing time for a Whois Query.

(ii) The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time the Whois receives a query to the time it responds.

#### **3.4.4 Processing Time—Nameserver Resolution = 1.5 seconds for 95%.**

(i) Processing Time - Nameserver Resolution is only applicable to the Nameserver. It measures the processing time for a DNS query.

(ii) The Performance Specification is 1.5 seconds for 95% of the transactions. That is, 95% of the transactions will take 1.5 seconds or less from the time Nameserver receives the DNS query to the time it provides a response.

**3.5 Update Frequency.** There are two important elements of the Registry that are updated frequently and are used by the general public; Nameserver and Whois. Registrars generate these updates through the SRS. The SRS then updates the Nameserver and the Whois. These will be done on a batch basis. Update Frequency Performance Specifications are a C3 priority level.

The committed Performance Specification with regard to Update Frequency for both the Nameserver and the Whois is 15 minutes for 95% of the transactions. That is, 95% of the updates to the Nameserver and Whois will be effectuated within 15 minutes. This is measured from the time that the registry confirms the update to the registrar to the time the update appears in the Nameserver and Whois. Update Frequency Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis.

**3.5.1 Update Frequency—Nameserver = 15 minutes for 95%.**

**3.5.2 Update Frequency—Whois = 15 minutes for 95%.**

**3.6 Cross-Network Nameserver Performance Requirements.** Nameserver round-trip-time and packet loss from the Internet are important elements of the quality of service provided by the Registry Operator. These characteristics, however, are affected by Internet performance and therefore cannot be closely controlled by Registry Operator. Accordingly, these requirements are not matters subject to Service Level Exceptions and credits under the Service Level Agreement (Appendix 10).

The committed Performance Specification for cross-network nameserver performance is a measured round-trip time of under 300 ms and measured packet loss of under 10%. Cross-network nameserver performance measurements will be conducted by ICANN at times of its choosing, in the following manner:

3.6.1 The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the .biz nameservers and observing the responses from the .biz nameservers. (These strings of requests and responses are referred to as a "CNNP Test".) The measuring locations will be four root nameserver locations (on the US East Coast, US West Coast, Asia, and Europe).

3.6.2 Each string of request packets will consist of 100 UDP packets at 10 second intervals requesting ns records for arbitrarily selected .biz second-level domains, preselected to ensure that the names exist in the Registry TLD and are resolvable. The packet loss (i.e. the percentage of response packets not received) and the average round-trip time for response packets received will be noted.

3.6.3 To meet the packet loss and round-trip-time requirements for a particular CNNP Test, all three of the following must be true:

3.6.3.1 The round-trip time and packet loss from each measurement location to at least one .biz nameserver must not exceed the required values.

3.6.3.2 The round-trip time to each of 75% of the .biz nameservers from at least one of the measurement locations must not exceed the required value.

3.6.3.3 The packet loss to each of the .biz nameservers from at least one of the measurement locations must not exceed the required value.

3.6.4 Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.

3.6.5 To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different times of the day, as well as on different days of the week). Registry Operator will be deemed to have failed to meet the cross-network nameserver performance requirement only if the .biz nameservers persistently fail (see Section 3.6.3 above) the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.

3.6.6 In the event of persistent failure of the CNNP Tests, ICANN will give Registry Operator written notice of the failures (with backup data) and Registry Operator will have sixty days to cure the failure.

3.6.7 If, following that opportunity to cure, the .biz nameservers continue to persistently fail CNNP Tests and Registry Operator fails to resolve the problem after thirty days notice of the continuing failures, Registry Operator will be deemed not to have met its obligations under the Registry Agreement.

3.6.8 Sixty days prior to the commencement of testing under this provision, ICANN will provide Registry Operator with the opportunity to evaluate the testing tools and procedures to be used by ICANN. In the event that Registry Operator does not approve of such tools and procedures, ICANN will work directly with Registry Operator to make necessary modifications.

#### **4. Responsibilities of the Parties.**

4.1 Except in the case of nameserver performance measurements, Registry Operator will perform monitoring from internally located systems as a means to verify that the availability and performance measurements in this document are being met.

4.2 The Registry Operator will provide the Whois Service as specified in Appendix 5.

4.3 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the Core Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered Service Unavailability.

## 5. Miscellaneous.

5.1 This Appendix is not intended to replace any term or condition in the Registry Agreement.

### PERFORMANCE SPECIFICATION MATRIX

Performance Specification Description	SRS	Nameserver	Whois
Service Availability	99.9% per calendar month	99.999% per calendar year	99.95% per calendar month
Processing Time–Add, Modify, Delete	3 sec for 95%	NA	NA
Processing Time–Query Domain	1.5 sec for 95%	NA	NA
Processing Time–Whois	NA	NA	1.5 sec for 95%
Processing Time–Nameserver Resolution	NA	1.5 sec for 95%	NA
Update Frequency	NA	15 min for 95%	15 min for 95%
Planned Outage–Duration	8 hrs per calendar month	not allowed	8 hrs per calendar month
Planned Outage–Timeframe	0600 - 1400 UTC Sun	not allowed	0600 - 1400 UTC Sun
Planned Outage–Notification	3 days	not allowed	3 days
Extended Planned Outage–Duration	18 hrs per calendar quarter	not allowed	18 hrs per calendar quarter
Extended Planned Outage–Timeframe	0600 - 0000 UTC Sat or Sun	not allowed	0600 - 0000 UTC Sat or Sun
Extended Planned Outage–Notification	28 days	not allowed	28 days
Cross-Network Nameserver Performance	NA	300 ms RTT and 10% packet loss	NA

**Exhibit G**  
**Service Level Agreement**

**1. Definitions.** Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in Appendix 7 to the Registry Agreement or the Registry-Registrar Agreement.

**2. Credits.** If Registry Operator fails to meet the Performance Specifications defined in Appendix 7 to the Registry Agreement ("Service Level Exception" or "SLE"), Registry Operator shall pay in the aggregate to the Registrar Community a credit according to the tables provided below ("Applicable Credit"). Each Registrar shall only be entitled to a fraction of the Applicable Credit. Such fractions of the credit specified in the tables to be paid to any individual Registrar will be calculated based upon the number of domain names that such Registrar added to the Registry during the Service Level Measurement Period compared to the total number of domain names added to the Registry by all Registrars during the Service Level Measurement Period in which the SLE occurred. The credit due to Registrar may be paid as an offset to registrations and other fees owed to Registry Operator by Registrar. All credits shall be paid in U.S. Dollars. The following Credit Lookup Matrix indicates the corresponding credit table for which the credits defined in this Appendix will be levied.

**CREDIT LOOKUP MATRIX**

	<b>Performance Specification Description</b>	<b>SRS</b>	<b>Nameserver</b>	<b>Whois</b>
	Service Availability	Table C1a	Table C1b	Table C1a
	Processing Time - Add, Modify, Delete	Table C2	NA	NA
	Processing Time - Query Domain	Table C2	NA	NA
	Processing Time - Whois	NA	NA	Table C2
	Processing Time - Nameserver Resolution	NA	Table C2	NA
	Update Frequency	NA	Table C3	Table C3
	Planned Outage - Duration	Table C4b	NA	Table C4b
	Planned Outage - Timeframe	Table C4a	NA	Table C4a
	Planned Outage - Notification	Table C4a	NA	Table C4a
	Extended Planned Outage - Duration	Table C4b	NA	Table C4b
	Extended Planned Outage - Timeframe	Table C4a	NA	Table C4a
	Extended Planned Outage - Notification	Table C4a	NA	Table C4a
	Cross-Network Nameserver Performance	NA	See note.	NA

Note: The cross-network nameserver performance requirement is a subject of Registry Operator's obligations under the Registry Agreement but is not a subject of this Service Level Agreement (Appendix 10).

If one or more SLEs occurs as the direct result of a failure to meet a Performance Specification in a single credit class, Registry Operator shall be responsible only for the credit assessed for the credit class which is the proximate cause for all directly related failures.

The following tables identify total Registrar Community credits due for SLEs in the four credit classes C1 - C4. Notwithstanding the credit levels contained in these tables, the total credits owed by Registry Operator under this Agreement shall not exceed \$ 30,000 USD monthly and \$ 360,000 USD annually. The credits contained in Tables C1a-C4 represent the total credits that may be assessed in a given SLR category in one Service Level Measurement Period.

**2.1 C1 Credit Class**—If availability of C1 Credit Class components or systems does not meet C1 Performance Specifications in any given Service Level Measurement Period described in the Performance Specification Matrix in Appendix 7 of the Registry Agreement, Registry Operator will credit the Registrar Community according to the tables (which amount will be credited to the Registrar on a proportional basis as set forth above).

**Table C1a**

SLE	< 30 sec.'s	30-60 sec.'s	1-2 min.'s	2-10 min.'s	10-30 min.'s	over 30 min.'s
Monthly Credit to Registrar Community	\$ 750	\$ 1,500	\$ 2,500	\$ 3,750	\$ 5,000	\$ 6,000

**C1a Availability Example:** In a given measurement period, the SRS Availability is 99.87%, which equates to 52 minutes of unplanned downtime. The Registry Operator's Performance Specification for SRS Availability is 99.9%, or 43 minutes of downtime. The Service Level Exception, therefore, is 9 minutes (52-43 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C1a. In Table C1a, the time interval (2-10 minutes) has a corresponding credit of \$3,750 USD to be paid to the Registrar Community.

**Table C1b**

SLE	< 10 min.'s	10-30 min.	30-60 min.	1-2 hours	2-4 hours	over 4 hours
Annual Credit to Registrar Community	\$ 7,500	\$ 15,000	\$ 25,000	\$ 35,000	\$ 50,000	\$ 75,000

**C1b Availability Example:** In a given Service Level Measurement Period, the measured Nameserver Availability is 99.990% over a twelve (12) month period, which equates to 52 minutes of downtime. The Registry Operator's Performance Specification for Nameserver Availability is 99.999%, or 5 minutes of downtime per calendar year. The Service Level Exception, therefore, is 47 minutes (52-5 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C1b. In Table C1b, the time interval (30-60 minutes) has a corresponding credit of \$25,000 USD to be paid to the Registrar Community.

**2.2 C2 Credit Class**–If processing time for C2 Credit Class services does not meet C2 Service Levels in any given Service Level Measurement Period, Registry Operator will credit the Registrar Community according to the following table (which amount will be credited to the Registrars on a proportional basis as set forth above).

**Table C2**

SLE	< 2 sec.'s	2-5 sec.'s	5-10 sec.'s	10-20 sec.'s	20-30 sec.'s	over 30 sec.'s
Monthly Credit to Registrar Com.	\$ 375	\$ 750	\$ 1,500	\$ 3,500	\$ 4,000	\$ 7,500

**C2 Processing Example:** The Performance Specification for Processing Time for Add, Modify, and Delete is 3 seconds or less for 95% of the transactions. In a given Service Level Measurement Period 7% of the transactions are greater than 3 seconds. The 5% of those transactions with the longest processing times are not subject to the SLE calculation (3 seconds for 95%). The SLE is calculated using the average processing time for the 2% of the transactions that are subject to the SLE. If there were 1,000 transactions and they took a total of 4,000 seconds the average is 4 seconds. That generates an SLE of 1 second (4 seconds - 3 seconds). From the Credit Lookup Matrix, we see the relevant SLA is found in Table C2. In Table C2, the SLE time interval (< 2 seconds) has a corresponding credit of \$375 USD to be paid to the Registrar Community.

**2.3 C3 Credit Class**–If update frequency measurements of C3 Credit Class components or systems do not meet C3 Service Levels in any given Service Level Measurement Period as described in the Performance Specification Matrix in Appendix 7 of the Registry Agreement, Registry Operator will credit the Registrar Community according to the following tables (which amount will be credited to the Registrars on a proportional basis as set forth above).

**Table C3**

SLE	< 30 sec.	30-60 sec.	1-2 min.'s	2-10 min.'s	10-30 min.'s	over 30 min.'s
Monthly Credit to Registrar Community	\$ 188	\$ 375	\$ 625	\$ 938	\$ 1,250	\$ 1,500

**C3 Update Frequency Example:** In a given Service Level Measurement Period, 95% of the updates to the Nameserver take 24 minutes or less to complete. The corresponding Registry Operator's Performance Specification is 15 minutes for 95% of the updates. The SLE, therefore, is 9 minutes. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C3. The SLE time interval (2-10 minutes) has a corresponding credit of \$938 USD to be paid to the Registrar Community.

**2.4 C4 Credit Class**–If Registry Operator fails to comply with C4 Credit Class category Performance Specifications, Registry Operator will credit the Registrar Community according to the following tables (C4a and C4b) (which amount will be credited to the Registrars on a proportional basis as set forth above).

**Table C4a**

SLE	Any
Monthly Credit to Registrar Community	\$ 500

**C4a Planned Outage Notification Example:** In each instance the Registry Operator fails to meet the Performance Specifications for Notification and Timeframe related to Planned Outages and Extended Planned Outages, the Registry Operator is subject to the credit in Table C4a. For example, the Registry Operator informs the Registrar Community that it will initiate a Planned Outage of the SRS on the next calendar Sunday (five (5) days advance notice). The corresponding Registry Operator's Performance Specification is 28 days notice. From the Credit Lookup Matrix, we see the relevant SLA is found in Table C4a. This results in a credit of \$500 USD to be paid to the Registrar Community.

**Table C4b**

SLE	< 1 hour	1-2 hours	2-4 hours	4-6 hours	6-10 hours	over 10 hours
Monthly Credit to Registrar Community	\$ 300	\$ 750	\$ 1,200	\$ 2,500	\$ 3,500	\$ 4,000

**C4b Planned Outage Example:** In a given Service Level Measurement Period, the actual duration of a planned outage is 11 hours and 20 minutes for the SRS. The corresponding Registry Operator's Performance Specification is 8 hours per month for the SRS. The SLE, therefore, is 3 hours and 20 minutes. From the Credit Lookup Matrix the relevant SLA is found in Table C4b. The SLE time interval (2-4 hours) has a corresponding credit of \$1,200 USD to be paid to the Registrar Community.

**3. Receipt of Credits.** In order for Registrars to claim credits, the following procedure must be followed:

3.1 Registry Operator shall perform the required measurements in order to obtain the total credits associated with the applicable Service Level Measurement Period. Such measurements and associated documentation shall be delivered by e-mail to each of the Registrars in the Registrar Community. Such notice shall also include the total credit (if any) to be paid to the Registrar Community as a result of any outages.

3.2 Receipt of Credit - When the above steps have been completed, the Registry Operator shall enter in each Registrar's account balance the amount of credit (if applicable) that can be used immediately toward registrations in the Registry.

**4. Obligations.**

4.1 Except in the case of cross-network nameserver performance (which is not a subject of this Service Level Agreement), Registry Operator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

4.2 Upon written request, and at the sole expense of the requesting Registrar(s), Registry Operator will retain an independent third party to be selected by Registry Operator with the consent of the Registrar(s). The Registrar may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying measurements of the Performance Specifications. The frequency of these audits will be no more than once yearly during the term of the agreement between Registry Operator and the Registrar.

4.3 A Registrar must report each occurrence of alleged occasion of Unavailability of Core Services to the Registry Operator customer service help desk in the manner required by the Registry Operator (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as Unavailable for purposes of the SLE.

4.4 In the event that the Core Services are Unavailable to an individual Registrar, Registry Operator will use commercially reasonable efforts to re-establish the affected Core Services for such Registrar as soon as reasonably practicable. In the event that the Unavailability of Core Services affects all Registrars, the Registry Operator is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

4.5 Both Registrar and the Registry Operator agree to use reasonable commercial good faith efforts to establish the cause of any alleged Core Services Unavailability. If it is mutually determined to be a Registry Operator problem, the issue will become part of the Unplanned Outage minutes.

4.6 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the Core Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered Service Unavailability.

4.7 Incident trouble tickets must be opened within a commercially reasonable period of time.

## **5. Miscellaneous.**

5.1 This Service Level Agreement is independent of any rights, obligations or duties set forth in the Registry Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Registry Agreement, the Registry Agreement shall control.