

AGREEMENT AND GENERAL RELEASE

This AGREEMENT AND GENERAL RELEASE (this "Release") by each of the undersigned (each a "Releasor") is entered into effective as of March 30, 2011.

WHEREAS, Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and ICM Registry LLC, a Delaware limited liability company ("Registry Operator"), are entering into that certain Registry Agreement of even date herewith (the "Registry Agreement"), pursuant to which Registry Operator will be granted the right to operate the .xxx Top-Level Domain (the "TLD");

WHEREAS, Releasor has a material interest in the Registry Agreement;

WHEREAS, the execution of, and the consummation of the transactions contemplated by, the Registry Agreement is conditioned upon, among other things, Releasor's execution and delivery of this Release; and

WHEREAS, Releasor has made an independent and informed decision, following the receipt of advice of counsel, that the transactions contemplated by this Release are in its best interests.

NOW, THEREFORE, in connection with the transaction contemplated by the Registry Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor agrees as follows:

1. General Release. Releasor, on behalf of itself, and its successors, assigns, heirs, executors, legatees, administrators, beneficiaries, representatives, agents and any of its Releasor Affiliates (the "Releasing Parties"), hereby fully, finally and irrevocably releases, acquits and forever discharges ICANN and its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, partners, and other persons acting on their behalf (collectively, the "Released Parties"), from any and all commitments, actions, charges, complaints, promises, agreements, controversies, debts, claims, counterclaims, suits, causes of action, damages, demands, liabilities, obligations, costs and expenses of every kind and nature whatsoever, known or unknown, asserted or unasserted, at law or in equity, contingent or otherwise (collectively, a "Claim"), that such Releasing Parties, or any of them, had, has or may have had at any time in the past until and through the date hereof, against the Released Parties, or any of them, arising out of or in connection with or related to any actions taken by the Released Persons with respect to the TLD prior to the date hereof, including but not limited to actions taken following the initial review of the application for the TLD or in connection with any ICANN Independent Review Panel (the "Released Matters"); *provided, however*, that the Released Matters do not include any Claim by any of the Releasing Parties related to the enforcement of, or the exercise of any rights and remedies, if any, under any provisions of the Registry Agreement. As

used herein, the term "Releasor Affiliates" includes such Releasor's directors, officers, equity owners, employees, counsel, advisors and affiliated investment funds, if any.

2. No Transfer of Claims. Releasor hereby represents and warrants to the Released Parties that Releasor made no assignment or transfer of any of the Claims for any Released Matter.

3. Release Not Considered as Admission. Releasor hereby acknowledges and agrees that neither this Release nor the furnishing of the consideration for this Release will be deemed or construed at any time to be an admission by Releasor or any Released Party of any improper or unlawful conduct.

4. Waiver of Unknown Claims. With respect to any and all Claims for any Released Matter, Releasor expressly waives, and the other Releasing Parties shall be deemed to have expressly waived, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 or any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Releasor acknowledges that the inclusion of such unknown Claims in this Release was separately bargained for and was a key element of this Release. Releasor acknowledges, and the other Releasing Parties shall be deemed to have acknowledged, that they may hereafter discover facts which are different from or in addition to those that they may now know or believe to be true with respect to any and all Claims herein released and agree that all such unknown Claims are nonetheless released and that this Release shall be and remain effective in all respects even if such different or additional facts are subsequently discovered.

5. Covenant Not to Sue. Releasor hereby irrevocably covenants to refrain from, and cause each of Releasing Parties to refrain from, directly or indirectly, asserting any Claim, or commencing, instituting or causing to be commenced, any action, proceeding, charge, complaint, or investigation of any kind against any of the Released Parties, in any forum whatsoever (including, without limitation, any administrative agency), that arises out of, relates in any way to, or is based upon, any of the Released Matters.

6. Basis of Defense; Attorneys' Fees. This Release may be pleaded by the Released Parties as a full and complete defense and may be used as the basis for an injunction against any action at law or equity instituted or maintained against them in violation hereof. In the event any Claim is brought or maintained by Releasor or any Releasing Party against the Released Parties in violation of this Release, Releasor shall be

responsible for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Released Parties in defending same.

7. Specific Enforcement. It is agreed and understood that monetary damages would not adequately compensate an injured party hereto for the breach of this Release by Releasor, that this Release shall be specifically enforceable, and that any breach or threatened breach of this Release shall be the proper subject of a temporary or permanent injunction or restraining order. Further, Releasor hereby waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

8. Indemnity. Registry Operator hereby agrees to indemnify and hold harmless each of the Released Parties from and against any and all losses, liabilities, damages, costs and expenses (including, without limitation, costs of investigation and defense and reasonable legal fees and expenses) relating to, arising or resulting from or in connection with: (a) the failure of any representation or warranty made by any Releasor in this Release to be true and correct in all respects; (b) the breach of any obligations of any Releasor under this Release; and (c) any third party Claims (as Claim is defined in paragraph 1 above), including any Claims brought in connection with an Independent Review Panel (as such term is defined in the ICANN Bylaws) arising out of or in connection with or related to any Released Matter. If any third party Claim is commenced that is indemnified under this Section 8, notice thereof shall be given by the indemnified party as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such Claim and to employ and engage attorneys reasonably acceptable to the ICANN to handle and defend the same, at Registry Operator's sole cost and expense, provided that (i) in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct, and (ii) in the event of a Claim brought in connection with an Independent Review Panel, ICANN shall be entitled to control the defense of such Claim using its attorneys at the reasonable cost and expense of Registry Operator. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of any Registry Operator controlled Claim and any appeal arising therefrom; provided, however, that ICANN may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. No settlement of a Claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a Claim subject to such defense in accordance with this Section 8, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator. In the event ICANN elects to retain control over the defense of a Claim in connection with or related to any Released Matter as permitted in this Section 8, ICANN hereby agrees that it will keep Registry Operator, through its designated legal representative, reasonably apprised of the status and progress of its defense, and further agrees that it will not settle a Claim that requires Registry Operator to pay monetary damages without the Consent of Registry Operator (not to be unreasonably withheld). The parties agree

that the obligations arising under this Section 8 apply only to Registry Operator, and not to any other Releasor. ICANN further acknowledges and agrees that it will work with Registry Operator in good faith to minimize Registry Operator's liability for indemnification of any Claims brought in connection with an Independent Review Panel.

9. Governing Law. This Release, and all claims and disputes arising in connection with this Release, or the negotiation, breach, termination, performance or validity hereof or the transactions contemplated hereby, shall be governed by laws of the State of California, except for such laws, the application of which would result in the application of the laws of any other jurisdiction.

10. Beneficiaries; Amendments. The parties hereto acknowledge and agree that each of the Released Parties are intended to be beneficiaries of this Release, and shall be entitled to enforce the provisions herein against the Releasing Parties to the same extent as if they were parties hereto. The parties hereto acknowledge and agree that this Release may only be amended, modified or supplemented by written agreement of Releasor and ICANN.

11. Entire Agreement. This Release and the Registry Agreement contains the entire understanding and agreement between and among the parties with respect to the release of claims set forth herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party with respect to the subject matter of this Release. All prior or contemporaneous conversations, negotiations, proposed agreements and agreements, or representations, covenants and warranties with respect to the subject matter hereof are merged herein, waived, superseded and replaced in total by this Release.

[Signature page follows]

IN WITNESS WHEREOF, each Releasor has caused this Release to be duly executed as of the date and year first above written.

ICM REGISTRY LLC



By: _____
Name: Stuart Lawley
Title: President and CEO

INTERNATIONAL FOUNDATION FOR
ONLINE RESPONSIBILITY



By: _____
Name: Stuart Lawley
Title: Chairman



By: _____
Name: Stuart Lawley

[Signature Page to Agreement and General Release]