



The Internet Corporation for Assigned Names and Numbers

TRANSMITTED VIA FACSIMILE, COURIER SERVICE & ELECTRONIC MAIL

12 March 2010

Mr. Mike Alexandrine  
Dotspeedy LLC (IANA ID 943)  
25 Greystone Manor  
Lewes, DE 19958

**RE: NOTICE OF TERMINATION OF REGISTRAR ACCREDITATION AGREEMENT**

Dear Mr. Alexandrine:

Be advised that the Internet Corporation for Assigned Names and Numbers (“ICANN”) Registrar Accreditation Agreement (“RAA”) with Dotspeedy LLC (“Dotspeedy”) is terminated. This termination is based on Dotspeedy’s failure to pay accreditation fees pursuant to Section 3.9 of the RAA. Consistent with the terms of the RAA, this termination shall be effective on 29 March 2010.

ICANN demands that Dotspeedy remove all of ICANN’s trademarks immediately from Dotspeedy’s website and business materials that were licensed to Dotspeedy under the terms of the logo license Appendix to the RAA, as this logo license is revoked.

Be further advised that VeriSign, Inc. (“VeriSign”), the registry for .net and .com TLDs, may commence deleting domain names currently managed by Dotspeedy on 29 March 2010, or shortly thereafter, based on Dotspeedy’s failure to cure the breach cited by VeriSign in its notice of breach of registry-registrar agreement. You are encouraged to contact ICANN’s Registrar Liaison Team at [RegTransition@icann.org](mailto:RegTransition@icann.org) to designate a bulk transfer recipient on or before 19 March 2010.

Failure to pay accreditation fees pursuant to Section 3.9 of the RAA

Section 3.9 of the RAA requires registrars to timely pay accreditation fees, consisting of yearly and variable fees. Dotspeedy currently owes ICANN \$1,604.92 in past due accreditation fees.

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On 14 January 2010 ICANN sent Dotspeedy, via courier service, a Notice of Breach of Registrar Accreditation Agreement for failure to pay accreditation fees along with a detailed customer statement. Dotspeedy failed to cure the breach in the time period allowed by the RAA.

Based on Dotspeedy's failure to cure the breach of Section 3.9 and in accordance with Section 5.3 and 5.3.4 of the RAA, ICANN hereby gives Dotspeedy notice that Dotspeedy's accreditation will terminate on 29 March 2010.

#### Failure to maintain accurate primary contact information

Pursuant to Section 5.11 of the RAA, all notices to be given under the RAA by Dotspeedy and ICANN must be given in writing at the addresses provided in the RAA, unless a change of address has been provided by the parties to the contract. This Section of the RAA further provides that notices required by the RAA are deemed properly given when delivered, "in person, when sent by electronic facsimile with receipt confirmation of delivery or when scheduled for delivery by internationally recognized courier service."

The information provided pursuant to Section 5.11 of the RAA is commonly referred to as "primary contact information" by ICANN and the registrar community. It is essential that registrars maintain accurate primary contact information, as this is ICANN's source for contacting its contracted parties. Registrar failure to maintain accurate primary contact information undermines the basic principles of contract law and thwarts ICANN's efforts to enforce the terms of the RAA.

Dotspeedy provided primary contact information to ICANN as part of its RAA. Dotspeedy never provided any primary contact information updates during the term of its RAA. On 4 March 2010, ICANN determined that Dotspeedy's primary contact information was not valid. Specifically, when ICANN staff attempted to send correspondence to Dotspeedy via courier service, ICANN received a notice that the addressee was no longer at the address. When ICANN staff attempted to contact Dotspeedy via telephone, the telephone number was disconnected.

As of the date of this letter, Dotspeedy's primary contact information remains invalid. ICANN has never received any change of primary contact information from Dotspeedy. As noted in the RAA, Dotspeedy's failure to maintain valid primary contact information with ICANN does not preclude ICANN's ability to provide all required notices under the RAA.

#### Conclusion

Based on Dotspeedy's failure to cure the breach set forth in ICANN's notice of breach dated 14 January 2010, ICANN is terminating the RAA with Dotspeedy, effective 29 March 2010. Additionally, ICANN is concerned that Dotspeedy's failure to maintain



valid primary contact information may be indicative of other operational problems. In the interest of protecting domain name registrants, ICANN must immediately commence the domain name transition process and solicit bids for a qualified ICANN accredited registrar to manage the domain names currently managed by Dotspeedy.

To facilitate the transition of the domain names currently managed by Dotspeedy, ICANN will follow its De-Accredited Registrar Transition Procedure (Procedure) <http://www.icann.org/en/processes/registrars/de-accredited-registrar-transition-procedure-01oct08.pdf>. ICANN encourages Dotspeedy to read the Procedure in its entirety. Consistent with the Procedure, we are requesting that Dotspeedy designate a transfer recipient on or before 19 March 2010. Please contact ICANN's Registrar Liaison Team at [RegTransition@icann.org](mailto:RegTransition@icann.org) to designate a bulk transfer recipient. We anticipate the full cooperation of Dotspeedy during the transition.

Kindly note, however, that your designation of a bulk transfer recipient does not prejudice ICANN's right to the Registration Data Escrow data and other rights under the RAA, as well as ICANN's right to transfer names to a registrar of our choosing selected pursuant to the Procedure.

Be advised that termination of Dotspeedy's RAA does not relieve Dotspeedy of the obligation to pay accreditation fees thereunder, which should be paid immediately. ICANN reserves the right to pursue all means available to collect all accreditation fees owed by Dotspeedy, including recently assessed fees, totaling \$2,049.36 (see attached Customer Statement for details).

It is ICANN's goal to protect registrants from unnecessary harm and we look forward to amicably resolving any domain name transition issues that may arise from this termination. Please feel free to contact me at [stacy.burnette@icann.org](mailto:stacy.burnette@icann.org) if you have any questions or if I can be of assistance to you.

Very truly yours,

A handwritten signature in blue ink that reads "Stacy Burnette".

Stacy Burnette  
Director  
Contractual Compliance

Enclosure: Customer Statement