



The Internet Corporation for Assigned Names and Numbers

TRANSMITTED VIA FACSIMILE, COURIER SERVICE & ELECTRONIC MAIL

26 January 2010

Mr. Kevin Daste
DomainCannon.com LLC (IANA ID 1174)
323 Pine Street
New Orleans LA 70118

RE: NOTICE OF TERMINATION OF REGISTRAR ACCREDITATION AGREEMENT

Dear Mr. Daste:

Be advised that the Internet Corporation for Assigned Names and Numbers ("ICANN") Registrar Accreditation Agreement ("RAA") with DomainCannon.com LLC ("DomainCannon") is terminated. This termination is based on DomainCannon's failure to pay accreditation fees to ICANN pursuant to Section 3.9 of the RAA. As explained in greater detail below, ICANN has also observed that DomainCannon is in breach of its obligation to maintain an interactive webpage and escrow registration data as required by the RAA. Based on DomainCannon's large delinquent balance and other contract breaches, ICANN is concerned that DomainCannon is either insolvent or its business principals have abandoned the business. Consistent with Section 5.3.7 of the RAA, this termination shall be effective on 25 February 2010. However, ICANN reserves the right to shorten the period set forth in this letter to effectuate the termination of DomainCannon's accreditation, if deemed necessary under Section 5.3.7 of the RAA.

ICANN demands that DomainCannon remove all ICANN trademarks immediately from DomainCannon's business materials that were licensed to DomainCannon 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 DomainCannon on 15 February 2010, or shortly thereafter, based on DomainCannon's failure to cure breaches cited by VeriSign in its notice of breach of registry-registrar agreement. You are encouraged to contact ICANN's Registrar Liaison Manager, Brian Peck,

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Washington, DC
Marina del Rey

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brian.peck@icann.org, to designate a bulk transfer recipient on or before 5 February 2010.

I. 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, consisting of yearly and variable fees. DomainCannon currently owes ICANN \$186,598.39 in past due accreditation fees.

On 30 March 2009 and 22 June 2009, ICANN sent DomainCannon, via courier service, Notices of Breach of Registrar Accreditation Agreement for failure to pay accreditation fees along with detailed customer statements. DomainCannon failed to cure these breaches in the time period allowed by the RAA.

II. Additional ICANN Concerns

Failure to Provide Public Access to Data on Registered Names Pursuant to Section 3.3 of the RAA

Section 3.3.1 of the RAA requires DomainCannon to “provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for each TLD in which it is accredited,” such data to include:

- 3.3.1.1 The name of the Registered Name;
- 3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- 3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);
- 3.3.1.4 The original creation date of the registration;
- 3.3.1.5 The expiration date of the registration;
- 3.3.1.6 The name and postal address of the Registered Name Holder;
- 3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
- 3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.



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ICANN attempted to access DomainCannon's interactive web page several times during the past two months, including an attempt today. ICANN's attempts have been unsuccessful; DomainCannon does not have a working interactive web page and web-based Whois service. DomainCannon's failure to provide a working interactive web page is a violation of Section 3.3 of the RAA. As DomainCannon has already failed to cure its violation of Section 3.9 within the time allowed under the RAA, DomainCannon's RAA will be terminated independent of any period of time to cure this separate breach of Section 3.3.

Failure to escrow gTLD registration data pursuant to Section 3.6 of the RAA

Section 3.6 of the RAA requires DomainCannon, "on a schedule, under the terms, and in the format specified by ICANN" to "submit an electronic copy of the database described in Subsection 3.4.1 [of the RAA] to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN."

ICANN notified DomainCannon on 19 December 2007 of DomainCannon's obligation to begin escrowing certain enumerated gTLD registration data no later than 1 June 2008 and thereafter on a weekly basis, in accordance with the Registrar Data Escrow Specifications document posted at, <http://www.icann.org/rde/rde-specs-09nov07.pdf>. DomainCannon.com acknowledges its RDE obligations by entering into an RDE agreement with ICANN and Iron Mountain Intellectual Property Management, Inc effective from 18 March 2008. However, to date, no deposits were made in furtherance of DomainCannon's escrow obligation.

DomainCannon's failure to escrow registration data constitutes a breach of Section 3.6 of the RAA.

III. Conclusion

Based on DomainCannon's failure to cure the breach set forth in ICANN's notices of breach dated 30 March 2009 and 22 June 2009, ICANN is terminating the RAA with DomainCannon, effective 25 February 2010. 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 DomainCannon.

To facilitate the transition of the domain names currently managed by DomainCannon.com, ICANN will follow its De-Accredited Registrar Transition



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Procedure (Procedure) <http://www.icann.org/en/processes/registrars/de-accredited-registrar-transition-procedure-01oct08.pdf>. ICANN encourages DomainCannon.com to read the Procedure in its entirety. Consistent with the Procedure, we are requesting that DomainCannon.com designate a transfer recipient on or before 5 February 2010. Please contact ICANN's Registrar Liaison Manager, Brian Peck brian.peck@icann.org, to designate a bulk transfer recipient. We anticipate the full cooperation of DomainCannon.com 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 DomainCannon's RAA does not relieve DomainCannon 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 DomainCannon.com, including the past due amount of \$186,598.39.

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 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