



The Internet Corporation for Assigned Names and Numbers

TRANSMITTED VIA FACSIMILE, ELECTRONIC MAIL AND COURIER

1 March 2011

Mr. Thomas Krwawecz III  
Blue Gravity Communications, Inc. (IANA ID 1089)  
3495 Haddonfield Road Suite 6  
Pennsauken, NJ 08109

Blue Gravity Communications, Inc. (IANA ID 1089)  
816 N. Delsea Drive, Suite 384  
Glassboro, NJ 08028

**RE: NOTICE OF EXPIRATION OF REGISTRAR ACCREDITATION  
AGREEMENT AND NON-RENEWAL OF ACCREDITATION**

Dear Mr. Krwawecz:

Please be advised that as of 1 March 2011, Blue Gravity Communications, Inc. ("Blue Gravity") remains in breach of its Registrar Accreditation Agreement (RAA) between the Internet Corporation for Assigned Names and Numbers ("ICANN") and Blue Gravity. This breach results from Blue Gravity's failure to pay accreditation fees, pursuant to Section 3.9 of the RAA.

Section 5.4 of the RAA provides that upon the expiration of the Blue Gravity RAA, Blue Gravity may apply for and shall be entitled to renewed accreditation, if Blue Gravity is in compliance with its obligations under the RAA. Based on Blue Gravity's failure to comply with Section 3.9 of the RAA, ICANN does not intend to renew Blue Gravity's accreditation upon the expiration of its RAA on 22 March 2011.

Blue Gravity is further advised that the logo license Appendix to the above mentioned RAA is revoked. ICANN demands that Blue Gravity remove all ICANN Trademarks from Blue Gravity's website and business materials that have been licensed to Blue Gravity under the terms of that appendix by 22 March 2011.

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Mr. Thomas Krwawecz III  
Blue Gravity Communications, Inc.  
Page 2 of 4

### 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 to ICANN, consisting of yearly and variable fees. Blue Gravity currently owes ICANN \$10,849.52 in past due and current accreditation fees.

On 30 June 2010, ICANN sent Blue Gravity a notice of breach of its RAA based on Blue Gravity's failure to pay past due accreditation fees. ICANN provided notice to Blue Gravity on 6 December 2010 and more recently on 28 January 2011 and 4 February 2011, regarding Blue Gravity's past due accreditation fees. Blue Gravity responded to ICANN's notices on 3 February 2011. On that day, you contacted ICANN and promised to pay the past due fees by 28 February 2011. You did not honor this commitment, and as a result, Blue Gravity remains in breach of Section 3.9 of the RAA and is not eligible for RAA renewal.

### Additional ICANN Concerns – Failure to Maintain Accurate Contact Information

Pursuant to section 5.11 of the RAA, all notices to be given under the RAA by Blue Gravity 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." 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.

In January 2011, ICANN determined that Blue Gravity's primary contact information was not valid. Specifically, when ICANN staff attempted to contact Blue Gravity via telephone, e-mail, postal mail and facsimile ICANN's attempts were unsuccessful. Although you informally provided alternate contact information, you never formally updated the primary contact information for Blue Gravity. Additionally, you failed to respond to ICANN's communications sent to the alternate e-mail and postal addresses you provided. ICANN's inability to contact Blue Gravity prevented ICANN from communicating important information regarding Blue Gravity's compliance status.

### Conclusion

Based on Blue Gravity's failure to comply with Section 3.9 of the RAA, Blue Gravity is ineligible to renew its accreditation. Accordingly, Blue Gravity's RAA will expire on 22 March 2011.



Mr. Thomas Krwawecz III  
Blue Gravity Communications, Inc.  
Page 3 of 4

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 Blue Gravity.

To facilitate the transition of the domain names currently managed by Blue Gravity, ICANN will follow its De-Accredited Registrar Transition Procedure (Procedure) <http://www.icann.org/en/processes/registrars/de-accredited-registrar-transition-procedure-01oct08.pdf> to transition any names managed by Blue Gravity to another ICANN-accredited registrar. We encourage you to read the Procedure in its entirety. Consistent with the Procedure, we are requesting that Blue Gravity designate a bulk transfer recipient by 9 March 2011. 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 Blue Gravity during the transition process.

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 the expiration of Blue Gravity's RAA does not relieve Blue Gravity 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 Blue Gravity, including recently assessed fees, totaling \$10,849.52 (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.

Should you have questions or require assistance, please feel free to contact me at [stacy.burnette@icann.org](mailto:stacy.burnette@icann.org).

Very truly yours,

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

Stacy Burnette  
Director,  
Contractual Compliance



Mr. Thomas Krwawecz III  
Blue Gravity Communications, Inc.  
Page 4 of 4

Enclosure: Customer Statement