

.EU ccTLD Registry Agreement

This ccTLD Registry Agreement ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California public benefit non-profit corporation, and the EURID vzw/asbl, a not-for-profit organisation created under the laws of Belgium.

1. Recitals

1.1 ICANN is a public benefit non-profit corporation formed on 30 September 1998 for purposes of providing technical-coordination functions for the Internet in the public interest. Among ICANN's responsibilities is to oversee operation of the Internet's Authoritative Root-Server System.

1.2 EURID is a not-for-profit organisation created on 8 April 2003 under the laws of Belgium with the intention of managing the .EU top-level domain in the public interest.

1.3 On 6 June 2000 Mr Erkki Liikanen, the European Commissioner for Enterprise & Information Society, wrote to the CEO of ICANN regarding the possibility of establishing a .EU TLD. At its meeting on 25 September 2000, the board of ICANN issued a Resolution advising the IANA staff that alpha-2 codes not on the ISO 3166-1 list are delegable as ccTLDs only in cases where the ISO 3166 Maintenance Agency, on its exceptional reservation list, has issued a reservation of the code that covers any application of ISO 3166-1 that needs a coded representation in the name of the country, territory, or area involved.

1.4 On 22 April 2002 the European Parliament and the Council of the European Union adopted Regulation 733/2002 on the implementation of the .EU TLD which entered into force upon publication in the Official Journal of the European Communities on 30 April 2002.

1.5 In a Decision of the European Commission, adopted 21 May 2003, EURID was designated as the .EU top level domain Registry. On 12 October 2004 a Service Concession Contract was signed by Mr Fabio Colasanti on behalf of the European Commission and Professor Pierre Verbaeten, Professor Franco Denoth and Mr Anders Janson, members of the board of EURID. (Referred to herein as "Service Concession Contract").

1.6 On 27 October 2004 Mr Colasanti wrote to ICANN's President and CEO confirming the European Commission's selection of EURID as the managers of the .EU TLD and its formulation of Public Policy Rules for .EU TLD in consultation with the EU Member States.

1.7 On 16 November 2004 in a communication from Marc Van Wesemael, Managing Director of EURID, to the Internet Assigned Numbers Authority (IANA), EURID formally requested delegation of the .EU top level domain.

1.8 On 28 April 2004 the European Commission adopted Regulation 874/2004 laying down Public Policy Rules for the .EU Top Level Domain determined by the Commission in consultation with the Member States of the European Union

entered into force upon publication in the Official Journal of the European Communities on 30 April 2004.

1.9 EURID and ICANN recognise the authority of the European Commission, on behalf of the European Community, to assume responsibility for overseeing the interest of the European Union and its Internet community in management and administration of the .EU top-level domain, with ICANN continuing its role of preserving the technical stability and operation of the DNS and Internet in the interest of the global Internet community. To implement an allocation of the respective responsibilities of the European Commission and ICANN with respect to the .EU top-level domain on that basis, and in view of the communications described in Sections 1.5, 1.6 and 1.7 above, EURID and ICANN now enter into this Agreement to formally reflect their commitments to one another.

2. Definitions

2.1 The "Authoritative-Root Database" refers to the database described in Section 3.2.

2.2 The "Authoritative Root-Server System" means the constellation of DNS root nameservers specified, from time to time, in the file `ftp://ftp.internic.net/domain/named.root`.

2.3 Unless otherwise specified, "days" refers to calendar (rather than business) days.

2.4 The "Delegated ccTLD" means to the .EU top-level domain of the Internet domain-name system.

2.5 "DNS" refers to the Internet domain-name system.

2.6 "Governmental Authority" means the European Community, represented by the Director General of the Information Society Directorate General of the European Commission.

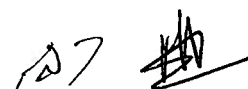
2.7 The "Governmental Communication" means the laws, regulations, agreements, documents, contracts, memoranda of understanding, and other written instruments regulating the relationship between the Registry and the Governmental Authority. The Governmental Communication at the commencement of this Agreement is described in Sections 1.4, 1.5, 1.8.

2.8 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a public benefit non-profit corporation incorporated under the laws of California, USA, a party to this Agreement, or its assignee.

2.9 The "Registry" refers to EURID, a not-for-profit organisation created under the laws of Belgium, a party to this Agreement, or its assignee.

2.10 The "Term of this Agreement" begins on the date when this Agreement is first signed on behalf of both parties and extends until this Agreement is terminated.

2.11 The "Service Concession Contract" is defined in 1.5.

Handwritten initials 'AD' and a signature.

3. ICANN Obligations

3.1 Recognition of the Registry. ICANN hereby recognizes the Registry as the manager of the Delegated ccTLD during the Term of this Agreement.

3.2 Authoritative-Root Database. ICANN shall maintain, or cause to be maintained, a stable, secure, and authoritative database (referred to in this Agreement as the "Authoritative-Root Database") of relevant information about TLDs maintained in the Authoritative Root-Server System. For the Delegated ccTLD, the Authoritative-Root Database shall contain information about at least the Registry, the administrative contact, the technical contact, and the nameservers.

3.3 Designation of Administrative and Technical Contacts. At the commencement of the Term of this Agreement, the administrative and technical contacts for the Delegated ccTLD shall be as stated on Attachment A. From time to time during the Term of this Agreement, the Registry may, by notifying ICANN in writing, request a change in the designation of the administrative or technical contact. The administrative contact must reside in the territory of the Governmental Authority during the entire period he or she is designated as such. The request for designation of an administrative or technical contact must be made by the Registry and be accompanied by complete and accurate contact information for the newly designated contact according to Section 4.3. ICANN shall implement a request to change the administrative or technical contact for the Delegated ccTLD in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of this Section 3.3.

3.4 Updating of Nameserver Information. At the commencement of the Term of this Agreement, the host names and IP addresses of the nameservers for the Delegated ccTLD shall be as stated on Attachment A. From time to time during the Term of this Agreement, the Registry may, by notifying ICANN, request a change in the host name or IP address(es) of the nameservers for the Delegated ccTLD reflected in the Authoritative-Root Database. The initial format and technical requirements for such requests are set forth in Attachment B. Changes to the format requirements may be made by ICANN upon thirty days written notice to the Registry. Changes to the technical requirements may be made only with the mutual written consent of ICANN and the Registry (which neither party shall withhold unreasonably) or in the manner provided in Section 5. ICANN shall implement a request for a change to nameserver data for the Delegated ccTLD in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of this Section 3.4.

3.5 Implementation of Updates to Contact Information. ICANN shall implement a request submitted by the Registry under Section 4.3 to revise contact information in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of Section 4.3.

3.6 Publication of Root-Zone Whois Information. ICANN shall publish, or cause to be published, data maintained in the Authoritative-Root Database about

the Delegated ccTLD. The published data shall include at least the names of the Registry, the Administrative Contact, and the Technical Contact. The specification of the data elements published, the means of publication, and the update frequency of the publication initially shall be as provided in Attachment C. Changes to those specifications may be made only with the mutual written consent of ICANN and the Registry (which neither party shall withhold unreasonably) or in the manner provided in Section 5. EURID declares to have obtained the express consent of the natural persons whose names are to be published, or caused to be published, by ICANN, for the export of personal data outside the European Union under the applicable data protection laws.

3.7 Operation of Authoritative Root-Nameserver System; Contents of Authoritative Root-Zone File. ICANN shall use reasonable commercial efforts to coordinate the Authoritative Root-Server System to ensure that it is operated and maintained in a stable and secure manner. ICANN shall cause, to the extent it has the authority under its agreements and otherwise, the Authoritative Root-Server System to publish DNS resource records delegating the Delegated ccTLD to the nameservers recorded in Authoritative-Root Database.

3.8 Maintenance of Authoritative Records and Audit Trail. ICANN shall maintain, or cause to be maintained, authoritative records and an audit trail regarding ccTLD delegations and records related to these delegations.

3.9 Notification of Changes to ICANN's Contact Information. ICANN shall notify the Registry of any changes to ICANN's contact information no later than seven days after the change becomes effective.

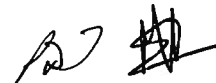
3.10 Use of ICANN Name and Logo. ICANN hereby grants to the Registry a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is recognized by ICANN as the Registry for the Delegated ccTLD and (b) to use a logo specified by ICANN to signify that recognition. No other use of ICANN's name or logo is licensed hereby. This license may not be assigned or sublicensed by the Registry. The Registry does not acquire any right, title or interest in or to any of ICANN's names or logos as a result of this Agreement.

4. The Registry Obligations

4.1 Provision of Nameservers for the Delegated ccTLD. The Registry shall use best commercial efforts to cause the authoritative primary and secondary nameservers for the Delegated ccTLD to be operated and maintained in a stable and secure manner, adequate to resolve names within the Delegated ccTLD, and any sub-domains over which the Registry retains administrative authority, for users throughout the Internet.

4.2 ccTLD Registry Data Escrow. The Registry shall ensure the safety and integrity of the registry database, including the establishment of a data escrow policy for the registry data managed by the Registry, as provided for in the Governmental Communication.

4.3 Accuracy and Completeness of Contact Information. The Registry shall notify ICANN of any change to the contact information about the Delegated



ccTLD in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for the Delegated ccTLD must reside in the territory of the Governmental Authority during the entire period he or she is designated as such. The format of the notice shall comply with requirements established from time to time by ICANN. The initial format requirements are specified in Attachment D. Changes to the format requirements may be made by ICANN upon thirty days written notice to the Registry.

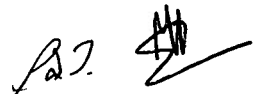
4.4 Conformity to ICANN Policies. The Registry shall abide by ICANN policies developed in accordance to Section 5, that concern the interoperability of the Delegated ccTLD with other parts of the DNS and Internet; technical operational capabilities and technical performance of the ccTLD operator. -

4.5 Financial Contributions to ICANN. For the first two years of this Agreement, the Registry shall contribute to ICANN's cost of operations in the amount of Euro 15,000. . For the remainder of the Term of this Agreement, the Registry agrees to comply with the solution determined by the ccTLD's and ICANN on a permanent and satisfactory contribution to ICANN. Registry commits to participate in the work of the ccTLD community to find a permanent and satisfactory solution. If there is no agreement on a permanent solution for ccTLD contributions to ICANN or if the Governmental Authority do not approve solution determined by the ccTLDs, the Registry agrees to make continued contributions to ICANN's costs of operation, reasonably increasing as appropriate to the size of the registry.

5. Establishment of Specifications and Policies

5.1 Procedure for Establishment. The specifications and policies set forth in Attachment G shall apply to the operation of the Delegated ccTLD beginning at the commencement of the Term of this Agreement. During the Term of this Agreement, new or revised ICANN specifications and policies applicable to the Registry shall be established according to procedures that comply with ICANN's bylaws and articles of incorporation. In addition, new or revised ICANN specifications and policies established during the Term of this Agreement that are required by this Agreement to be established in the manner specified in this Section 5 shall be developed according to procedures that provide the Registry with input into the decision making process, including where feasible (a) prior notice (by web posting, by e-mail, or according to Section 6.8) to the Registry explaining what specification or policy is being considered for adoption and why; (b) reasonable opportunities for the Registry to comment, in writing and at a public forum, before the specification or policy is established, and (c) a written statement of the specification or policy that is established and the reason(s) for its establishment.

5.2 Time Allowed for Compliance. The Registry shall be afforded a reasonable period of time (not to exceed four months unless the nature of the specification or policy established under Section 5.1 reasonably requires, as agreed to by ICANN and the Registry, a longer period) after receiving notice of the establishment of a specification or policy under Section 5.1 in which to comply with that specification or policy, taking into account any urgency involved. The Registry may not comply with that specification or policy if it can demonstrate that it is in conflict with the law of the Governmental Authority or the Governmental Communication.



6 Miscellaneous

6.1 Termination by the Registry. This Agreement may be terminated by the Registry upon six months written notice to ICANN and to the Governmental Authority.

6.2 Termination by ICANN. This Agreement may be terminated by ICANN in any of the following circumstances:

6.2.1 The Registry fails to cure any material breach of this Agreement within twenty-one days (or such longer reasonable period as may be necessary using best efforts to cure such breach) after ICANN gives the Registry written notice of the breach.

6.2.2 The Registry's action or failure to act has been determined by arbitration under Section 6.5 to be in violation of this Agreement and the Registry continues to act or fail to act in the manner that was determined to violate this Agreement for a period stated in the arbitration decision, or if no period is stated, twenty-one days.

6.2.3 The Registry acts or continues acting in a manner that ICANN has reasonably determined endangers the operational stability of the DNS or the Internet after the Registry receives seven days notice of that determination.

6.2.4 After ICANN has been notified by the Governmental Authority or determined that the Service Concession Contract has been terminated, or the term of the Governmental Authority's designation of the Registry as manager of the Delegated ccTLD has expired and has not been renewed, ICANN gives notice of its intent to terminate to the Registry.

6.2.5 The Registry becomes bankrupt or insolvent.

This Agreement may be terminated in the circumstances described in Sections 6.2.1 through 6.2.3 above only upon thirty days notice to the Registry and the Governmental Authority (occurring after the Registry's failure to cure during the stated period), with the Registry being given an opportunity during a thirty-day notice period to initiate arbitration under Section 6.6 to determine the appropriateness of termination under this Agreement. In the event the Registry initiates arbitration concerning the appropriateness of termination by ICANN, the Registry may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In case the intention to terminate this Agreement because of a material breach concerns a dispute over financial contributions, the termination shall be stayed until the arbitration decision is rendered; in this case, the arbitration panel shall only conclude that there is a material breach when it finds that the financial contribution is reasonable and equitable. If the Registry acts in a manner that ICANN reasonably determines endangers the operational stability of the DNS or the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five calendar days pending ICANN's application for more extended

injunctive relief under Section 6.6. This Agreement may be terminated immediately upon notice to the Registry in the circumstances described in Sections 6.2.4 and 6.2.5.

6.3 Automatic Termination. The contract is automatically terminated at the end of the term of the Service Concession Contract as set out in Article 1.2. But in no event shall exceed ten (10) years unless otherwise agreed by the parties and made effective in accordance with Section 6.16.

6.4 Effect of Termination. Upon termination of this Agreement, ICANN shall notify the Registry of the successor to which the management of the Delegated ccTLD has been reassigned in accord with the Governmental Authority. The manner or result of selection of the successor shall not be subject to challenge by the Registry. The parties shall then cooperate to transfer operation of the Delegated ccTLD to that successor. In particular, the Registry shall ensure the transfer of all relevant DNS and registry data to the successor, subject only to the successor's commitment to use the data in a manner consistent with the Registry's prior written commitments made to data subjects regarding the use of their personal data and to the applicable law on personal data protection. The Registry acknowledges that upon termination of this Agreement and completion of the process of reassignment to a successor Registry it will cease to be the recognized manager of the Delegated ccTLD. The Registry accepts to continue performing all necessary registry tasks until the reassignment process is completed. The Registry agrees to the reassignment of the Delegated ccTLD under the conditions and in the manner described in this Agreement and shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of termination of this Agreement according to Section 6.2.

6.5 No Monetary Liability. No breach of an obligation arising under this Agreement shall give rise to monetary liability by one party to another, provided that a party's failure to make financial contributions as required by this Agreement shall constitute a material breach of this Agreement.

6.6 Resolution of Disputes. Disputes arising under, in connection with, or related to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in English and shall occur in at a location agreed by the parties or, in the absence of agreement, in a location agreed by the arbitration panel. There shall be three arbitrators: ICANN shall choose one arbitrator, the Registry shall choose one arbitrator, and, if those two arbitrators do not agree on a third arbitrator, the third shall be chosen according to the ICC rules. ICANN and the Registry 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 conclusion of the arbitration hearing. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a stay or temporary or

preliminary injunctive relief from the arbitration panel or in a court having jurisdiction in the city of legal residence of the party against whom injunction is sought, which shall not be a waiver of this arbitration agreement. In all litigation involving the parties to this Agreement, jurisdiction and venue for such litigation shall be in a court having jurisdiction in the city of legal residence of the plaintiff; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

6.7 Choice of Law. Issues of law arising in connection with the interpretation of this Agreement shall be resolved by (a) the rules of law determined by the conflict of laws rules which the arbitration panel considers applicable and (b) such rules of international law as the arbitration panel considers applicable; provided that the validity, interpretation, and effect of acts of the Governmental Authority and the Registry shall be judged according to the laws of Belgium and the validity, interpretation, and effect of acts of ICANN shall be judged according to the laws which apply to a California public benefit non-profit corporate entity established in Belgium.

6.8 Notices. Except as otherwise specifically provided, all notices to be given under this Agreement to the parties or the Governmental Authority shall be given in writing at the address as set forth below, unless the recipient has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, California 90292 USA
Telephone: +1.310.823.9358
Facsimile: +1.310.823.8649
Attention: President and CEO
With a required copy to General Counsel

If to the Registry, addressed to:

EURid vzw/asbl
Diamant Building
A. Reyerslaan 80
1030 Brussels
Belgium
Telephone: + 32.16.31.70.20
Facsimile: +32.16.31.70.21
Attention: General Manager

If to the Governmental Authority:

The Director General
DG Information Society
European Commission
Brussels B-1049

Belgium

6.9 Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

6.10 Language. All notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

6.11 Subcontracting. Subject to any restrictions imposed by the terms of the Governmental Communication, the Registry may subcontract part or all of the technical operations of the registry for the Delegated ccTLD only under terms that ensure that the subcontractor has the technical qualifications to carry out such work. In any subcontracting of the technical operations of the registry or administrative and management functions of the Delegated ccTLD, the subcontract must state that the delegation itself is an exercise of a public right, not an item of property, and cannot be reassigned to a new manager except by ICANN. The Registry's obligations to ICANN under this Agreement shall not be diminished or affected by the fact it has subcontracted some operations or functions with respect to the Delegated ccTLD.

6.12 Assignment. Any assignment of this Agreement shall be effective only upon the assignee's written agreement, enforceable by the other party, to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party. The Registry may not assign this Agreement without the prior approval of the Governmental Authority. Notwithstanding the foregoing, ICANN may assign this Agreement by giving written notice to the Registry (a) in conjunction with a reorganization or re-incorporation of ICANN, to another non-profit corporation organized for the same or substantially the same purposes as ICANN or (b) as required by Section 5 of Amendment 1 (dated 10 November 1999) to the 25 November 1998 Memorandum of Understanding between ICANN and the United States Department of Commerce, if the Amendment 1 is still binding on ICANN.

6.13 Entire Agreement. This Agreement (including its Attachments, which form a part of it, but not its Annexes, which are not part of the Agreement) constitutes the entire agreement of the parties hereto pertaining to the matters covered in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on those matters. In the event of a conflict between the provisions in the body of this Agreement (Sections 1 to 6) and any provision in its Attachments, the provisions in the body of the Agreement shall control.

6.14 Review of Agreement. At the request of either party, the parties will in good faith review the appropriateness of the provisions of this Agreement in view of any materially changed circumstances. Any modifications agreed as a result of such a review will become effective only in accordance with Section 6.16.

6.15 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by all parties. No waiver of any provision of this Agreement shall be

binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

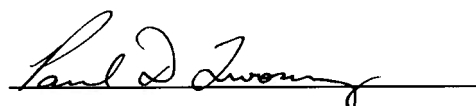
6.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.17 Conflicts. In cases in which any part of this Agreement may be in conflict with the Governmental Communication or with European Community law, the Governmental Communication or European Community law prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

For ICANN



Paul Twomey
President, CEO
ICANN

For EURid vzw/asbl



Marc Van Wesemael
Managing Director
EURID

<u>Attachment A</u>	Administrative and Technical Contacts and Nameservers at Commencement of Agreement
<u>Attachment B</u>	Format and Technical Requirements for Requests to Change TLD Nameservers in the Root Zone
<u>Attachment C</u>	Specification for ICANN's Publication of Root-Zone Whois Information
<u>Attachment D</u>	Format Requirements for Contact Information About the Registry, Administrative Contact, and Technical Contact
<u>Attachment E</u>	ICANN Policies Applicable in Absence of Coverage by Communication Between the Registry and the Governmental Authority <i>[Note: May not apply.]</i>
<u>Attachment F</u>	Deliberately left blank
<u>Attachment G</u>	Specifications and Policies at Commencement of Agreement
Annex 1	[Any IANA Report relevant to the Delegated ccTLD]
Annex 2	[Governmental Communication (between Governmental Authority and Registry)]
Annex 3	[Communication between Governmental Authority and ICANN]
Annex 4	[Letter from Registry to ICANN requesting this Agreement]

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