Registrar Data Escrow Agreement

This Registrar Data Escrow Agreement ("Agreement") among _____ ("Registrar"), NCC Group Escrow Limited a company incorporated in England and Wales ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") is effective on this ___ day of_____, _____ (the "Effective Date").

1   Background

1.1   ICANN is charged with oversight of the security and stability of the Internet's domain name system. As a function of this responsibility, ICANN accredits domain name registrars who facilitate the registration of Internet domain names. Registrar, within its Registrar Accreditation Agreement ("RAA") with ICANN, has agreed to deposit with ICANN, or a designated agent, certain enumerated registration records pursuant to a schedule, format, and terms specified by ICANN and incorporated in the RAA. Upon expiration without renewal or termination of Registrar's RAA, the deposited registration records may be utilized by ICANN to provide transitional registrar services prior to transferring management of the domain name registrations to another registrar.

1.2   As established in the RAA and described herein, Registrar will send to Escrow Agent domain name registration records for each registered domain name with a generic top level domain ("gTLD") under Registrar's sponsorship, in accordance with the RDE Specifications, as may be amended by ICANN from time to time.

1.3   Escrow Agent will receive, verify, and store Registrar's deposited data and release such data upon the conditions and under the circumstances set out in this Agreement, in accordance with the RDE Specifications, as they may be amended by ICANN from time to time.

1.4   Registrar will be responsible for and pay Escrow Agent's fees for services under this Agreement.

The parties hereto, intending to be legally bound hereby, agree as follows:

2   Definitions. Capitalized terms in this Agreement shall have the meanings ascribed to them in this Section 2 unless otherwise defined.

2.1   "Section" refers to any numbered paragraph, section, or subsection of this Agreement unless otherwise specified.

2.2   The "RDE Specifications" are the schedule, format, and terms specified by ICANN, applicable to Registrar's data escrow requirements under the RAA, as it may be amended or modified by ICANN from time to time, and incorporated in the RAA. Registrar and Escrow Agent will be notified of any amendment or modification of the RDE Specifications by email to Registrar and Escrow Agent at the electronic mail address provided for in Section 12 and by posting the most current version of the RDE Specifications on ICANN's website. Amendments and modifications of the RDE Specifications will be effective sixty (60) days following such notification.

2.3 A "Deposit" is all data transmitted from Registrar to Escrow Agent pursuant to this Agreement in any contiguous 24 hour period of time.

2.4 An "Electronic Deposit" is a Deposit transmitted to Escrow Agent by electronic means (e.g., SFTP, SCP, or HTTPS) as permitted by the RDE Specifications and as specified in the Escrow Agent's data escrow implementation instructions to Registrar.

2.5 A "Physical Deposit" is a Deposit transmitted on a physical medium (e.g., CD ROM, DVD, or hard drive) by courier or post, as permitted by the RDE Specifications and as specified in the Escrow Agent's data escrow implementation instructions to Registrar. Physical Deposits will not be considered delivered to Escrow Agent until they are physically delivered to Escrow Agent. Risk of loss of Deposit in transit is on Registrar.

2.6 "Online" refers to data that is stored on a live, operational server using redundant re-writable media (i.e., RAID).

2.7 "Offline" refers to data that is stored on DVD, CD ROM, tape, or another medium mutually approved by ICANN and Escrow Agent.

2.8 A "Release" is the retrieval and delivery of Deposits by Escrow Agent to ICANN or its designee pursuant to this Agreement.

2.9 An "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity specified, and "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

3 Obligations of Registrar with Respect to Deposits.

3.1 Deposits in Accordance with RDE Specifications. Registrar shall deposit with Escrow Agent the domain registration records enumerated in the RDE Specifications, on the schedule, in the format, and under the terms described in the RDE Specifications. Registrar shall ensure that Deposits and their transmission conform to the implementation instructions provided by Escrow Agent, which may be more specific than the RDE Specifications, provided that such implementation instructions shall not contradict the RDE Specifications.

3.2 Transmission of Deposits. Registrar shall transmit all Deposits to Escrow Agent as Electronic Deposits unless Registrar has obtained prior written consent from both ICANN and Escrow Agent to submit Deposits as Physical Deposits and such consent has not been withdrawn by either ICANN or Escrow Agent. Consent to submit Deposits as Physical Deposits will only be granted in extraordinary circumstances.

3.3 Transmission of Physical Deposits. In transmitting any Physical Deposit, Registrar shall include with such Deposit a completed copy of the Physical Deposit Transmittal Form provided in Appendix A.

3.4   Registrant Notice of Data Escrow. Registrar's registration agreement(s) entered into with registrants shall include notice to the registrant of the obligations of Registrar to escrow data hereunder, as specified in the RAA.

4   Obligations of Escrow Agent with Respect to Deposits.

4.1   Acceptance and Storage of Deposits. Escrow Agent shall:

4.1.1   receive Electronic Deposits or Physical Deposits from Registrar;

4.1.2   receive and process Electronic Deposits in one of two geographically separated, secure, locked and safe facilities, which are accessible only to authorized representatives;

4.1.3   copy Physical Deposits into one of two, geographically separated, secure, locked and safe facilities, which are accessible only to authorized representatives, for processing and storage;

4.14.   store two copies of all Deposits in electronic format, each copy in geographically separated, secure, locked and safe facilities which are accessible only to authorized representatives;

4.1.5   in the event Registrar misses a scheduled Deposit or a Deposit fails a validation or verification test, contact Registrar within three days to remedy the failure;

4.1.6   provide ICANN with monthly statistical summaries of reported issues in a mutually agreed upon format and as requested by ICANN;

4.1.7   prepare Deposits for verification testing by decrypting Deposits using PGP encryption technology and uncompressing Deposits to original size;

4.1.8   perform checksum validation of uncompressed Deposits and automated inspection of uncompressed Deposits using Perl verification scripts provided by ICANN;

4.1.9   report all uncorrected, missed Deposits and failed validation and verification test results electronically to Registrar and ICANN within five days of the scheduled, but missed Deposit or failed verification test;

4.1.10   perform manual review of uncompressed Deposits as necessary when verification scripts indicate failed automated inspection or upon request by ICANN for the purpose of verification that the Deposits are complete, consistent, and in proper format;

4.1.11   securely store all Deposits for no less than three hundred and sixty-five days unless otherwise agreed by the parties in writing or as required by the RDE Specifications;

4.1.11.1   Escrow Agent shall store all Deposits Online for at least 30 days following receipt.

4.1.11.2   Escrow Agent shall store Deposits Online for a period longer than 30 days if reasonably requested by ICANN.

4.1.11.3   Escrow Agent shall store all Deposits Offline that are less than 366 days aged and are not stored Online.

4.1.12   use commercially reasonable efforts and industry standard safeguards to protect the integrity and confidentiality of Deposits, including the use of PGP encryption technology, customized Perl scripts to verify data validity and confirm authenticity of the sender, and enterprise class software to store data both online and offline;

4.1.13   destroy or permanently erase any and all Deposits older than one full year; and

4.1.14   administer the receipt, verification, storage, and release (as applicable) of the Deposits using reasonable and appropriate administrative, physical and technical safeguards to protect the privacy and security of the Deposits.

4.2   <u>Confidential Information</u>. Escrow Agent shall use commercially reasonable efforts and industry standard safeguards to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not review, disclose, transfer, make available or use the Deposits or any other Registrar data obtained in performance of the Agreement. If Escrow Agent should receive a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposits, Escrow Agent shall promptly provide ICANN and Registrar notice of such order, unless such notice is prohibited by law or regulation. Unless impracticable, Escrow Agent shall provide such notice within two business days after receipt. It shall be the responsibility of Registrar to challenge any such order if desired; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate with Registrar or ICANN, as applicable, to support efforts to quash or limit any subpoena, at Registrar's or ICANN's expense, as applicable.

4.3   <u>Audits.</u> Upon not less than 10 business days' advance notice to Escrow Agent, ICANN shall have the right to inspect Escrow Agent's books, systems, and records that provide substantiation of the performance of services by Escrow Agent under this Agreement. Nothing contained herein will allow ICANN to review data pertaining to Escrow Agent's other customers or proprietary information related to Escrow Agent's security programs. If ICANN elects to have its authorized representative perform such inspection, the authorized representative shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to Escrow Agent and consistent with the form of agreement Escrow Agent requires its own third-party consultants to execute. However Escrow Agent reserves the right to reasonably refuse or limit access to anyone who is a competitor of Escrow Agent with respect to the offering of data escrow services.

5   **Covenants of Escrow Agent.** Throughout the term of this Agreement, Escrow Agent covenants as follows:

5.1 <u>Notice of Material Changes</u>. Escrow Agent shall inform ICANN and Registrar of any and all material changes that could reasonably be expected to have a negative effect on the security or stability of Escrow Agent's infrastructure, software, hardware, or premises, or material changes to practices, policies, or procedures related to security or separation of business practices and operations.

5.2 <u>Separation of Conflicting Businesses</u>. Escrow Agent shall adhere to strict separation of business practices with respect to its registrar/registry data escrow business and any domain-related businesses that it or its Affiliates now, or during the term of this Agreement, operates; provided, however, that Escrow Agent may allow for joint customer service operations. Escrow Agent shall ensure that all personnel with access to Deposits in an unencrypted form, if applicable, are provided with strict guidance on conflict of interest avoidance with respect to Escrow Agent's domain- related businesses and the confidentiality obligations set forth in this Agreement. Escrow Agent shall ensure that no employees providing services to customers in any of its domain-related businesses have access to Deposits (encrypted or unencrypted). In addition, the service delivery teams for Escrow Agent's registrar/registry data escrow business and Escrow Agent's domain-related businesses shall not be located in the same facility; provided, however, that Escrow Agent may allow customer service call centers to be in the same facility so long as the foregoing provisions of this Section 5.2 are maintained.

5.3 <u>Staffing.</u> Escrow Agent shall at all times maintain sufficient and commercially reasonable staffing to perform its obligations hereunder. A representative of ICANN will be identified as a resource for Escrow Agent to assist in Escrow Agent communications with Registrar.

5.4 <u>Business Continuity</u>. Escrow Agent shall use commercially reasonable efforts to maintain network and business continuity.

5.5 <u>Separation of Escrow Agent and Registrar</u>. Each of Escrow Agent and Registrar represent and warrant to ICANN that Escrow Agent and Registrar are not, directly or indirectly, an Affiliate of such other party. In the event Escrow Agent and Registrar are or become Affiliates for any reason, Escrow Agent shall immediately notify ICANN.

6 **Payment**

6.1 Registrar shall pay Escrow Agent's standard fees and charges as published from time to time or as otherwise agreed between Registrar and Escrow Agent.

6.2 Escrow Agent shall be entitled to review and vary its fees and charges for its services under this Agreement from time to time but no more than once a year and at a rate of no more than the greater of (i) 5% or (ii) rate equal to the most recently published increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, for All Items, as published by the Department of Labor Statistics (on a not seasonally adjusted basis), and only upon 45 days' written notice to the parties.

6.3 All invoices are payable within 30 days from the date of invoice. All payments due under this Agreement are non-refundable and shall be made without any deduction by

way of set off, counterclaim, discount or abatement or otherwise except where Registrar is expressly permitted to do so by law or order of a court of competent jurisdiction.

6.4   Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the Registrar and remain unpaid for more than 30 days past the due date of the applicable invoice.

6.5   If Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent shall receive reasonable compensation for such services from Registrar and be reimbursed for all costs incurred, including reasonable attorney's fees.

7   Term and Termination.

7.1   <u>Term</u>. The Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section 7.

7.2   <u>Termination of Agreement upon Termination of Registrar's RAA</u>. This Agreement shall be terminated upon termination of or expiration without renewal of Registrar's RAA, in which case ICANN shall notify Escrow Agent of such termination or expiration, provided, however, that such termination of Registrar's RAA shall not modify or relieve Escrow Agent of its responsibilities and duties hereunder to the extent provided herein. Thereupon Deposits shall be released to ICANN as provided in Section 8.

7.3   <u>Termination by ICANN or Escrow Agent</u>. Escrow Agent and ICANN may each terminate this Agreement with or without cause, by providing the other parties to this Agreement notice of termination at least 60 days in advance of the termination. In the event of such termination, Escrow Agent and Registrar shall fully cooperate to allow the transfer of the Deposits and all responsibilities of the Escrow Agent to a successor escrow agent hereunder if requested by ICANN.

7.4   <u>Termination by Registrar</u>.

    7.4.1   In the event Registrar is no longer obligated by its RAA to deposit registration data with ICANN or otherwise escrow its registration data, this Agreement shall be deemed terminated and ICANN will notify Escrow Agent, provided, however, that such termination shall not modify or relieve Escrow Agent of its responsibilities and duties hereunder to the extent provided herein.

    7.4.2   In accordance with the RDE Specifications, Registrar may elect to use an alternate, ICANN approved Third Party Provider ("TPP") of escrow services in lieu of the services provided by Escrow Agent hereunder. Where Registrar makes such an election, Registrar's Deposit obligations under this Agreement shall continue until Registrar successfully makes its initial Deposit with a TPP, at which time, this Agreement shall be deemed terminated and ICANN will notify Escrow Agent accordingly, provided, however, that such termination shall not modify or relieve Escrow Agent of its responsibilities and duties hereunder to the extent provided herein.

        7.4.2.1 Upon termination of this Agreement pursuant to Section 7.4.2, Escrow

Agent shall continue to store and maintain Registrar's Deposits as described in Section 4, unless and until Registrar effects a transfer of all Deposits aged fewer than 366 days to the Registrar's approved TPP at Registrar's expense and effort, and ICANN confirms receipt and storage by TPP of same ("Transfer Date"). For the avoidance of doubt, Escrow Agent shall have the right to invoice and be promptly paid by Registrar for the data escrow services provided by Escrow Agent from the date of termination of this Agreement to the Transfer Date.

    7.4.2.2 Following termination of this Agreement pursuant to Section 7.4.2, Registrar shall fulfill its data escrow obligations under the RAA with an ICANN approved TPP for at least a term of 365 days or until Registrar is no longer obligated to escrow data under its RAA.

8   Release of Deposits

8.1   <u>Notice for Release of Deposits</u>. Escrow Agent shall effect a Release within five business days following receipt of any of the following notifications:

    7.1.1   Written notice executed jointly by ICANN and Registrar requesting Escrow Agent effect such Release; or

    7.1.2   Written notice by ICANN that Registrar's RAA has expired without renewal or been terminated, with confirmation by ICANN that such Release is in accordance with the RAA; or

    7.1.3   Written notice by ICANN that such Release is otherwise permitted by the RAA, as it may be amended from time to time, and that ICANN has complied with the RAA's requirements (if any) to provide notice of the Release to Registrar; or

    7.1.4   Written notice by ICANN that a court or arbitral tribunal or legislative or government agency that ICANN finds to be of competent jurisdiction has issued an order, rule, statute, regulation, or other requirement (a copy of which ICANN has provided to Registrar) that mandates the Release.

8.2   <u>Notice from Escrow Agent to Registrar upon Release of Deposits</u>. Upon any Release or within 24 hours of any Release, Escrow Agent shall provide Registrar with written notice of same.

9   Indemnification.

9.1   Escrow Agent shall hold and save ICANN and Registrar (subject to the limitations set forth in Section 11 below) and their respective officers, directors, agents and employees harmless from liability, claims, suits, causes of action, fees, charges, costs, damages and any other expenses whatsoever of any nature or kind, for or on account of any or all suits or damages whatsoever resulting from injuries or damages sustained, arising or resulting from the negligence or willful misconduct of Escrow Agent, its parent, subsidiaries, officers, directors or employees.

9.2   Save for any claim falling within the provisions of Section 11.2.2, Registrar agrees to defend and indemnify Escrow Agent and to hold Escrow Agent harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against Escrow Agent in any way arising out of or relating to this Agreement, provided that Registrar shall not be liable for that portion of any such indemnification amount resulting from Escrow Agent's negligence or fraudulent misrepresentation.

10   Arbitration.

10.1   Disputes Between ICANN and Registrar. In the event of any dispute between ICANN and Registrar arising under Registrar's RAA, including without limitation the termination thereof and release of Deposits to ICANN hereunder, Section 5.6 of the RAA shall control the resolution of such dispute, or, as the case may be, any successor dispute resolution provision under the RAA as the same may be amended from time to time.

10.2   Disputes Involving Escrow Agent. Upon the occurrence of a dispute between the parties arising from alleged performance or non-performance of any obligation under this Agreement or any obligation relating thereto that is not the subject of Section 10.1 above, the matter shall be finally settled by arbitration, held in Los Angeles County, California and the language to be used in the arbitral proceedings shall be English. There shall be three arbitrators, including one nominee of Registrar, one nominee of ICANN, and one nominee of Escrow Agent. The decision of the arbitrators shall be final and binding upon the parties and enforceable in any court of competent jurisdiction. A prevailing party or parties in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 10 may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. 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 temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

10.3   Specific Performance. ICANN, Escrow Agent and Registrar agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrator(s) specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

10.4   Time is of Essence. Prompt resolution of any dispute is important to all parties to this Agreement. The parties agree that the arbitration of any dispute shall be conducted expeditiously. The arbitrator(s) shall be instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just

resolution of the dispute.

11 Limitation of Liability and Consequential Damage Waiver.

11.1 Liability of ICANN. ICANN's aggregate monetary liability to Registrar for any claims, suits, causes of action, fees, charges, costs, damages and any other expenses whatsoever of any nature or kind arising under, related to, or in connection with this Agreement, shall be determined under Section 5.7 of the RAA, or, as the case may be, any successor provision relating to monetary liabilities under the RAA as the same may be amended from time to time.

11.2 Limitation of Liability.

11.2.1 In no event shall any party to this Agreement be liable to another party for any incidental, special, punitive or consequential damages, lost profits, any costs or expenses for the procurement of substitute services, or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties

11.2.2 Nothing in this Section 11.2 excludes or limits the liability of either Registrar or Escrow Agent for (1) gross negligence or willful misconduct; or (2) negligent, willful or intentional acts or omissions resulting in 3rd party claims of a network/database security or privacy breach.

11.2.3 Subject to Sections 11.2.1, 11.2.2 and 11.2.4, the total liability of Escrow Agent and Registrar with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall be limited to the sum of $250,000 (two hundred and fifty thousand dollars).

11.2.4 Registrar's obligations under Section 9.2 are expressly excluded from this Section 11.

11.2.5 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Registrar or ICANN to perform or comply with any provision of this Agreement except in the event and to the extent that the failure or inability of Registrar or ICANN to perform is directly caused by Escrow Agent's breach of it duties or responsibilities or failure to perform under this Agreement.

11.2.6 For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or other writing signed or presented by a person with apparent authority to act on behalf of Registrar or ICANN.

12 Notices.
Notices shall be deemed received on the third day after being sent by commercial courier service which provides for evidence of receipt. With the exception of notices regarding the amendment or modification of the RDE Specifications as provided under Section 2.2, all notices under this Agreement shall be in writing and addressed and

sent to the person(s) listed in the space provided below:

ICANN
Company: Internet Corporation for Assigned Names and Numbers
Attention: Registrar Data Escrow
Copy to: General Counsel
Address: 12025 Waterfront Drive, Suite 300
City, State, Zip: Los Angeles, CA 90094-2536
Telephone: +1 310 301 5800
Fax: +1 310 823 8649

Escrow Agent
Company: NCC Group Escrow Limited
Attn: Company Secretary
Address: Manchester Technology Centre, Oxford Road, Manchester, M1 7EF, UK
Telephone: +44 (0)161 209 5200
Fax: +44 (0)161 209 5100
Email: registryescrow@nccgroup.com.

Registrar
Attn:
Address:
Fax:
Email:

IANA _ID:_____

12.1 Any party may change its address for delivery of notices as set forth above by delivering notice of such change as provided herein.

13 Miscellaneous.

13.1 This Agreement and any and all Appendices hereto shall constitute the entire agreement by and among the parties hereto with regard to the subject matter hereof, provided, however, that with respect to matters determined under the RAA as set forth herein, the RAA (as the same may be modified, amended or superseded from time to time) shall control solely as between Registrar and ICANN. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing signed by each party, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

13.2 Registrar is responsible for and warrants that the delivery of the Deposits to Escrow Agent, and if required the delivery of the Deposits by Escrow Agent to ICANN in accordance with the provisions of this Agreement shall not result in a breach by any party of any applicable laws, rules and regulations, including but not limited to: data privacy laws, customs laws; import; export and re-export laws; and government regulations of any country from or to which a Deposit may be delivered in accordance with the provisions of this Agreement. With respect to a Deposit containing personal information and data, Registrar agrees that it is the data controller of such personal information and shall ensure compliance with all such data privacy laws and, without

limitation to the preceding provisions of this Section, (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or is enacted which is contrary to the obligations imposed upon Escrow Agent hereunder, and results in the activities contemplated hereunder becoming unlawful, Escrow Agent will be relieved of its obligations to the extent in contravention with such law hereunder unless and until such time as such activity is permitted; provided that Escrow Agent shall promptly notify Registrar and ICANN of such regulation or law and the reason why Escrow Agent's activity is not permitted.

13.3 Each party, in performance of the obligations set forth in this Agreement, shall comply with all laws and regulations applicable to such party's duties and responsibilities under this Agreement.

13.4 Nothing contained in this Agreement shall be deemed to imply or constitute any party as the agent or representative of another party for any purpose other than as expressly set forth herein.

13.5 Each reference to "days" herein shall mean calendar days, unless otherwise specified herein.

13.6 The waiver by any party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of any party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

13.7 This Agreement, and the rights and obligations hereunder, may not be assigned, in whole or in part by Escrow Agent without the prior written consent of Registrar and ICANN. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

13.8 This Agreement shall not be construed to create any obligation to any non-party to this Agreement, including any registered name holder. There shall not be any third-party intended beneficiaries under this Agreement.

13.9 The obligations of the parties intended to survive the termination of this Agreement are only those provisions of Sections 4.1.11, including subsections (storage of Deposits), 4.1.12 (protection of Deposits), 4.1.13 (destruction of aged Deposits), 4.2 (confidentiality), 5 (covenants of Escrow Agent), 6 (Payment), 8 (Releases), 9 (indemnification), 10 (arbitration), 11 (limitation of liability and consequential damages waivers), 12 (notices), and 13 (miscellaneous), which shall survive the termination of this Agreement for any reason.

13.10 This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either of the parties. Captions and headings

contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

13.11 This Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles.

13.12 This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one andthe same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Registrar

Signature: _____

Name: _____

Title: _____

Date: _____

Internet Corporation for Assigned Names and Numbers

Signature: _____

Name: _____

Title: _____

Date: _____

NCC Group Escrow Limited

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix A

Physical Deposit Transmittal Form

Date Deposit Sent:_____

Registrar Company Name:_____

Registrar Company IANA Number:_____

Deposit Media (Please Label All Media with Date Sent and IANA Number)

Media Type	Quantity		Media Type	Quantity
CD-ROM / DVD			Hard Drive / CPU	
DLT Tape				
DAT Tape				