

AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of February, 2004, by and between THE TRAVEL PARTNERSHIP CORPORATION, a District of Columbia not-for-profit corporation ("TTPC"), and TRALLIANCE CORPORATION, a New York corporation ("Tralliance").

WHEREAS TTPC constitutes a consortium representing a broad cross-section of the global travel and tourism industry, formed to provide the platform for dialogue within, and between, the various sectors of the travel industry in regard to the proposal to add ".travel" to the Internet as a new sponsored Top Level Domain ("sTLD"), to work with Tralliance to establish policy for the ".travel" sTLD, and, as successor to the International Air Transport Association ("IATA") to submit an application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to sponsor ".travel" as a new Internet sTLD dedicated to serving the global travel industry;

WHEREAS IATA as per the Memorandum of Understanding entered into with Tralliance on October 22, 2002, has agreed to relinquish the prosecution of its pending application before ICANN for ".travel" TLD to Tralliance, and thereby transferred to Tralliance the sole responsibility, among others, for (i) overseeing sponsorship of the TLD and the administration of the TLD registry;(ii) providing secretariat services for the TPC board of directors; and (iii) developing and maintaining the Global Travel & Tourism Online Directory;

WHEREAS Tralliance is willing to serve as Registry for the ".travel" sTLD which TTPC intends to sponsor and to provide input to TTPC in regard to the formulation of policies for the ".travel" sTLD;

WHEREAS the RFP from ICANN for new sTLD's has defined Sponsor as an organization to which it delegates some defined level of ongoing policy-formulation responsibility and authority regarding the manner in which a particular sTLD is operated; operates primarily in the interests of the sponsored TLD community, and has defined mechanisms to ensure that the approved policies are primarily in the interest of the sponsored TLD community and the public interest;

WHEREAS the RFP has separated the Applicant from the Sponsor enabling Tralliance to be the Applicant, fully supportive of TTPC as the representative of the global travel industry community in regard to the establishment, operation, and formulation of policy for the ".travel" sTLD, and has agreed to compensate TTPC as per the TTPC Berlin Board Resolution No.1 for the costs it will incur in carrying out these functions;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the sufficiency of which is expressly acknowledged, TTPC and Tralliance hereby agree as follows:

1. TTPC agrees:

(a) it will formulate policies and practices concerning the eligibility to register Internet domain names in the ".travel" sTLD, taking due account of input provided to TTPC by Tralliance;

(b) it will formulate policy in all other respects for the ".travel" sTLD, taking due account of input provided to TTPC by Tralliance; and

(c) it hereby designates Tralliance as the Registry for the ".travel" sTLD to perform the duties and functions outlined in Attachment 1 to this Agreement and to be the Applicant for the .travel TLD, and will actively campaign to secure favorable action by ICANN on that application.

2. TTPC shall not perform or provide the services and functions described above in paragraph 1 of this Agreement, or any similar services and functions, in connection with any Internet sTLD other than the ".travel" TLD which it intends to sponsor as successor to IATA, nor shall it designate any entity other than Tralliance as Applicant or Registry for the ".travel" sTLD.

3. Following approval by ICANN and launch of the ".travel" sTLD, Tralliance will pay TTPC the sum of one U.S. Dollar (US\$ 1) per ".travel" domain name registered, up to a maximum of US\$ 99,999 per annum, to defray the costs associated with the organization and functions of TTPC.

4. In addition, should TTPC envision the need to incur any costs and expenses which are not covered by the payment referenced in the preceding paragraph of this Agreement or by the membership fees and dues established by TTPC, then Tralliance shall consider defraying such costs and expenses to the extent they are reasonable and subject to specific prior agreement on a case-by-case basis.

5. Tralliance shall perform the duties and functions of Registry as set forth in Attachment 1 to this Agreement. Tralliance shall not serve as Registry for any sTLD other than ".travel" without the express prior written consent of TTPC.

6. This Agreement shall continue in force perpetually, until such time as both TTPC and Tralliance cease to exist, provided, however, that the Agreement may be terminated at an earlier date:

(a) by mutual written agreement of TTPC and Tralliance;

(b) by either Party if the other Party is declared bankrupt or becomes insolvent or files a petition for bankruptcy or if the whole or a substantial part of the other Party's property is seized before judgment or under an execution or if a bankruptcy or insolvency proceeding is commenced against the other Party in any jurisdiction;

(c) by either Party if the other Party defaults in the performance of any covenant, term or condition contained in this Agreement and such default continues unremedied during fifteen (15) business days from the time written notice of the default has been given.

In the event of this Agreement being so terminated, such termination shall be without prejudice to the rights and liabilities hereunder and at law.

7. Each Party shall provide to the other Party in writing the name and address of the individual to whom written notices relating to this Agreement shall be given.

8. If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. A waiver of any defaults hereunder shall not be deemed a waiver of any other or subsequent default.

10. Each Party has had an opportunity to review this Agreement, with legal counsel if desired, and no adverse rule of construction or interpretation shall be applied against TPC or Tralliance as the drafting party of this Agreement.

11. This Agreement shall supersede all preceding oral and written agreements, contracts, arrangements and stipulations between the Parties concerning the matter hereof and can be changed only with the written approval of both Parties.

12. This Agreement shall inure to the benefit and be binding upon each of the Parties hereto and their respective successors and permitted assigns. Neither the Agreement, nor the rights or obligations of either Party, may be assigned, delegated or transferred, in whole or in part, without the prior written consent of the other Party, which consent may be withheld in the absolute discretion of that other Party.

13. The terms of this Agreement are confidential and the Parties agree not to divulge the terms to third parties (except to ICANN in connection with the Tralliance ".travel" sTLD application) without the written consent of the other Party.

14. TTPC hereby warrants to Tralliance that:

(a) the execution and delivery of this Agreement by TTPC has been duly authorized and performance by TTPC hereunder shall not result in the breach of any material term or provision of any charter, bylaw or agreement to which TTPC is a party or by which it is bound;

(b) this Agreement constitutes a valid and binding agreement; and

(c) the performance of TTPC's obligations under this Agreement shall not infringe the intellectual property rights (including, without limitation, any patents, copyrights, trademarks or trade secrets) of any third party anywhere in the world.

15. Tralliance warrants to TTPC that:

(a) the execution and delivery of this Agreement by Tralliance has been duly authorized and performance by Tralliance hereunder shall not result in the breach of any material term or provision of any charter, bylaw or agreement to which Tralliance is a party or by which it is bound;

(b) this Agreement constitutes a valid and binding agreement;

(c) all services rendered hereunder shall be performed in a professional and workmanlike manner (i) in accordance with accepted standard practice by members of the same industry, (ii) by qualified personnel, and (iii) will include reasonable diligent efforts to ensure such Services conform with the specifications set forth in this Agreement in all material respects;

(d) all services shall be performed in a manner that materially conforms with this Agreement; and

(e) the performance of the services and other items provided as a result of the services shall not, to the best of Tralliance's knowledge, infringe the intellectual property rights (including, without limitation, any patents, copyrights, trademarks or trade secrets) of any third party anywhere in the world.

Tralliance makes no express warranties to TTPC other than those set forth in this section

16. Neither Party's aggregate monetary liability for breaches of this Agreement shall exceed the amount of fees passed on by Tralliance to TTPC or payable to TTPC and not yet due in accordance with this Agreement within the preceding twelve-month period. In no event shall either Party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement.

17. TTPC shall indemnify, defend, and hold harmless Tralliance (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, (a) arising out of Tralliance's compliance with any TTPC specification or policy, (b) arising out of the infringement of any third party copyright or patent registered or issued in the United States as of the date of this Agreement resulting from the provision of website content by TTPC to Tralliance (but excluding any infringement contributorily caused by Tralliance, or any infringement that Tralliance reasonably could have avoided in its use or modification of the content), or (c) arising out of Tralliance's implementation of dispute resolution or verification procedures required by TTPC; except that Tralliance shall not be indemnified or held harmless hereunder to the extent that the claims, damages or liabilities arise from the particular manner in which Tralliance has knowingly chosen to comply with the specification or policy, where it was possible for Tralliance to comply in a manner by which the claims, damages, or liabilities would not arise. For the avoidance of doubt, nothing in this provision shall be deemed to require TTPC to reimburse or otherwise indemnify Tralliance for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement.

18. Tralliance shall indemnify, defend, and hold harmless TTPC (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 or relating to Tralliance's provision of the services under this Agreement; except that TTPC shall not be indemnified or held harmless hereunder to the extent that the claims, damages or liabilities arise from the particular manner in which TTPC has chosen to carry out its obligations under this Agreement, where it was possible for TTPC to carry out such obligations in a manner by which the claims, damages, or liabilities would not arise. For avoidance of doubt, nothing in this provision shall be deemed to require Tralliance to reimburse or otherwise indemnify TTPC for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement.

19. If any third-party claim is commenced that is indemnified under paragraphs 17 or 18 above, notice thereof shall be given to the indemnifying party as promptly as practicable. If, after such notice, the indemnifying party acknowledges its obligation to indemnify with respect to such claim, then the indemnifying party shall be entitled, if it so elects, in a notice promptly delivered to the indemnified party, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events TTPC shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of TTPC policies. The indemnified party shall cooperate, at the cost of the indemnifying party, in all reasonable respects with the indemnifying party and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting the indemnified party other than the payment of money in an amount that is

indemnified shall be entered into without the consent of the indemnified party. If the indemnifying party does not assume full control over the defense of a claim subject to such defense in accordance with this Section, the indemnifying party may participate in such defense, at its sole cost and expense, and the indemnified party shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party.

20. (a) The Parties shall attempt in good faith to resolve all disputes, claims or controversies arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination (a "Dispute").

(b) If a dispute cannot be resolved between the Parties within a time period that is satisfactory to the party raising the issue under consideration and, in any event, within thirty (30) days after the initial referral, the party raising the issue under consideration may give formal written notice to the other party that a Dispute has arisen. If the Parties are unable to resolve such Dispute within a period of sixty (60) days from the service of such notice, then the matter shall be referred to the Managing Directors, Chief Executive Officers, Chairs, or Presidents of the respective Parties. No recourse to conciliation or arbitration shall take place unless and until such procedure has been followed.

(c) If the representatives of the respective Parties are unable to resolve the Dispute within a period of thirty (30) days following its reference to them, the Dispute shall be referred to arbitration pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three. The language of the arbitration shall be English. The seat of the arbitration shall be London, England. The prevailing party shall be entitled to recover its reasonable costs, including administrative fees, arbitrators' fees and expenses, and fees and expenses of legal representation, incurred in the arbitration proceedings. The arbitral tribunal shall have the authority, inter alia, to order interim measures of protection, to award monetary compensation, to order specific performance of this Agreement, and to issue declaratory relief. The arbitration award shall be final and binding. No appeal shall be allowed to English (or other) courts from any point of law arising in the arbitration or in connection with any award or decision made by the arbitrators, except as may be necessary to recognize or enforce such award. Judgment may be entered on any award in any court of competent jurisdiction. Any proceeding in a court in the United States related to the arbitration or a Dispute shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. Sections 1 to 307, as amended from time to time, and not by the law otherwise specified in this Agreement or any other state or local statute or ordinance. The Parties shall keep any arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during the arbitration, any document submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law.

21. This Agreement shall not be construed to create any obligation by either TTPC or Tralliance to any non-party to this Agreement, including ICANN and any registrant or sub-licensee in the .travel TLD.

22. It is agreed that each Party's obligations under paragraphs 8 through 21 above will survive performance of the terms of this Agreement, its rescission or other termination, and will remain in full force and effect, independently of the other provisions of this Agreement.

23. This Agreement and the execution, interpretation and performance thereof, shall be governed by the laws of the District of Columbia without regard to or application of any conflict of law principles.

This Agreement is executed in duplicate, each of which will be deemed an original, but all of which will constitute one and the same Agreement, on the first date written above, and signed for and on behalf of

THE TRAVEL PARTNERSHIP
CORPORATION

BY: Baumgart

Name: BAUMGARTEN

Title: Chairman

TRALLIANCE CORPORATION

BY: [Signature]

Name: RON ANDRUFFE

Title: PRESIDENT

ATTACHMENT 1

ARTICLE I. REGISTRY ADMINISTRATOR RIGHTS AND OBLIGATIONS

Section 1.01 Designation.

TTPC ("Sponsor") hereby designates Tralliance ("Registry/Administrator") as the sole registry administrator with the exclusive right to provide Registry Services, as set forth herein for the .travel TLD during the term of the- Agreement.

Section 1.02 Policies.

Registry/Administrator acknowledges that the .travel TLD is intended to be a sponsored TLD subject to the policy formulation of Sponsor. Registry/Administrator will follow all policies and procedures for the management of the .travel TLD established by Sponsor in consultation with the Registry/Administrator and any modifications thereof.

Section 1.03 Time Allowed for Compliance.

Registry/Administrator shall be afforded a reasonable period of time, not to exceed 3 months, after receiving notice of the establishment by Sponsor of a specification or policy to implement or adopt that specification or policy, taking into account any urgency involved. Additionally, and without limitation, Registry/Administrator shall use its best efforts to comply immediately with any temporary or emergency policies required of Sponsor by ICANN or that are reasonably determined by Sponsor to be necessary to implement its policies with respect to the .travel TLD.

Section 1.04 Modifications.

Within twenty (20) business days of receiving notice from Sponsor of a modification to the Services that in Registry/Administrator's reasonable judgment would cause Registry/Administrator to incur substantially increased operational costs or would otherwise have a substantial negative impact on the stability or viability of the Registry or Registration Services, Registry/Administrator shall submit a written response (the "Response") to Sponsor. The Response shall include an itemized statement of any additional costs to be incurred by Registry/Administrator as a result of the proposed modification and a detailed description of the impact Registry/Administrator expects such modification will have on the operation of the Registry or Registration Services. On receipt of Registry/Administrator's Response by Sponsor, Sponsor and Registry/Administrator shall promptly discuss Registry/Administrator's concerns. If this meeting does not resolve any outstanding issues, Registry/Administrator and Sponsor shall follow the dispute resolution procedures set forth in the Agreement between Sponsor and Registry/Administrator.

Section 1.05 Start-Up Plan.

Registry/Administrator shall commence provision of Services for the .travel TLD according to the schedule and procedures for pre-launch and commencement of registration set forth in .travel Registry Policies.

Section 1.06 Non-Publication by Registry/Administrator of Authentication Data.

Acting on behalf of Sponsor Registry/Administrator shall hold confidential all Authentication Data and where such data is collected, used or modified by any Authentication Partner, shall cause such party to hold such data confidential pursuant to the agreement entered into between the Authentication Partner and the Registry/Administrator. Registry/Administrator shall provide data to ICANN and any third party designated by ICANN in accordance with the requirements set forth in .travel Registry Policies. Changes to these specifications shall be made if necessary to comply with ICANN or, subject to Section 1.04, reasonable Sponsor policies.

Section 1.07 Access by Registry/Administrator to Registry and Registration Data.

Except as otherwise agreed in a writing signed by both Registry/Administrator and Sponsor, Registry/Administrator may access and use Registry and Registration Data only as necessary to fulfill its obligations under this Agreement, and for no other purpose.

Section 1.08 Industry Directory Data

Registry/ Administrator shall have the exclusive right to own and establish the form and extent of the Industry Directory Data and to collect it at the point of provision by an applicant of the authentication data subject to that applicant being given the right to choose to provide such data without restriction on its right to apply for a .travel name.

Section 1.09 Zone File Access Agreements

Acting on behalf of Sponsor, Registry/Administrator shall enter into Zone File Access Agreements set forth in .travel Registration Policies, as it may be amended from time to time, with eligible parties and shall take such steps as may be necessary to ensure provision of such data from Registrars. Registry/Administrator may charge a fee for such service if such fee is approved by ICANN.

Section 1.10 Registrations by Registry/Administrator.

Subject to eligibility requirements established by Sponsor, Registry/Administrator may register the names listed in .travel Registry Policies for its own use in connection with operation of the .travel registry.

Section 1.11 Registrars, Registration and Registration Agreements.

(a) Acting on behalf of Sponsor, Registry/Administrator shall enter into agreements from time to time with Registrars that meet the Registrar Qualifications in .travel Policies and shall provide such Registrars with the Registration Agreement set forth in the .travel Registry

Policies and ensure that such Registrars provide applicants during the registration process with an electronic version of the Registration Agreement either as set forth in .travel Registry Policies or in a form that combines such agreement with the Registrar's standard registration agreement. Such obligation on the Registry/Administrator shall apply to the Registration Agreement as modified by Sponsor, acting in compliance with Article II hereof, from time to time in its sole discretion.

(b) Acting on behalf of the Sponsor, the Registry/Administrator shall oversee the activities of all Registrars to ensure that they comply with the .travel Registrar Accreditation Agreement.

(c) Acting on behalf of the Sponsor, the Registry/Administrator shall manage all funds related to the Registry, Registry Operator, Authentication Partners, Registrars, including without limitation, holding all advance deposits, letters of credit or guarantees delivered by Registrars and shall be entitled to manage, account for, make payments, draw-downs and deposit notifications.

(d) Acting on behalf of the Sponsor, the Registry/Administrator shall enter into agreement with Registry Operator and shall provide such Registry Operator with an Agreement as set forth in .travel Registry Policies.

Section 1.12 Authentication Partners

(a) Acting on behalf of Sponsor, Registry/Administrator shall enter into agreements from time to time with Authentication Partners who shall perform reviews of Registration Data to assist the Registry/Administrator in determining eligibility of an applicant for registration.

(b) Acting on behalf of the Sponsor, the Registry/Administrator shall oversee the activities of all Authentication Partners to ensure that they comply with the .travel Authentication Partner Agreement.

Section 1.13 Dispute Policy and Dispute Resolution Providers

(a) Acting on behalf of Sponsor, Registry/Administrator shall oversee and manage the dispute policy approved by the Sponsor from time to time including the administration of informal dispute processes as well as the formal dispute process administered by the Sponsor.

(b) Acting on behalf of the Sponsor, the Registry/Administrator shall select an external dispute resolution provider and assist such provider to create rules, panels and information that will assist the .travel registrant community.

Section 1.14 Policy Support and Representation

Acting on behalf of the Sponsor, and without limiting the role of the Sponsor, the Registry/Administrator shall provide support to the Sponsor in developing policies for the .travel TLD including, without limitation, representing the Sponsor and the .travel TLD in appropriate ICANN forums.

Section 1.15 Privacy Policy.

Acting on behalf of Sponsor, Registry/Administrator shall make available to the public (by posting on its web site) and provide applicants during the registration process through Registrars with an electronic version of the Privacy Policy set forth in .travel Registry Policies as modified by Sponsor from time to time. To comply with applicable statutes and regulations, its contract with ICANN, and for other reasons, Sponsor may from time to time establish policies establishing limits on the data concerning registrations that Registry/Administrator and Registrars may make available to the public through a public-access service and on the manner in which Registry/Administrator, acting on behalf of Sponsor, is to inform registrants of such limitations. In the event Sponsor establishes any such new or revised policy, Registry/Administrator shall abide by it, subject to the provisions of Section 1.04 above.

Section 1.16 Authentication Data Preservation.

Registry/Administrator shall maintain and preserve all Authentication Data in an electronic format and shall make such data accessible to all dispute resolution providers and to the Sponsor.

Section 1.17 Reporting.

Within twenty days after the end of each month, Registry/Administrator shall provide Sponsor with written reports, giving information as specified in .travel Registry Policies.

Section 1.18 Subcontractors.

Registry/Administrator shall remain responsible for the performance of any subcontractor and its employees and for their compliance with any applicable portions of this Agreement. Registry/Administrator shall specifically require each subcontractor performing Services who has access to Sponsor's Confidential Information in the course of performing such Services to be bound by the confidentiality and intellectual property assignment and/or license provisions of this Agreement, and, at Sponsor's direction, to execute a non-disclosure agreement in the form attached to .travel Registry Policies and an intellectual property assignment and/or license agreement that is reasonably satisfactory to Sponsor. Sponsor may request that a particular subcontractor be replaced if the Services being provided by such subcontractor fail to comply with agreed-to specifications or policies, and Registry/Administrator shall do so in a timely and commercially reasonable manner. Registry/Administrator shall be fully responsible to Sponsor for the acts and omissions of any Registry/Administrator subcontractors and suppliers and of persons directly or indirectly employed or contracted by any of them.

ARTICLE II. SPONSOR OBLIGATIONS

Section 2.01 General Obligations of Sponsor.

With respect to all matters that affect the rights, obligations, or role of Registry/Administrator, Sponsor shall:

- (a) exercise its responsibilities in an open and transparent manner;
- (b) not apply its policies arbitrarily, unjustifiably, or inequitably;
- (c) when developing its policies, consult with Registry/Administrator, taking account of Registry/Administrator's reasonably-held views and business interests; and
- (d) taking into account any urgency involved, consult with Registry/Administrator prior to making decisions regarding material operational changes to the Services.

Section 2.02 Specific Obligations of Sponsor.

Sponsor undertakes to:

- (a) adhere to its contract with ICANN;
- (b) set policy for the .travel TLD;
- (c) with respect to policies that affect the operation of the Services, consult with Registry/Administrator and carefully consider Registry/Administrator's advice;
- (d) establish the price for registrations within the .travel TLD, ensuring that the fees charged to registrants are set after consultation with the Registry/Administrator;
- (e) allocate any Sponsor registration revenues to be used for the benefit of the .travel community;
- (f) take such action as may be necessary to support or engage the provision of dispute resolution services determined to be in the best interests of the .travel TLD by the Registry/Administrator pursuant to its obligations under Section 1.13 provided that all such actions must be in accordance with .travel registry policies, as they may be amended to implement Sponsor or ICANN policy; and
- (g) participate on behalf of the .travel TLD in any relevant ICANN constituency. Sponsor will consult with Registry/Administrator and carefully consider Registry/Administrator's advice with respect to ICANN matters.
- (h) Sponsor hereby grants to Registry/Administrator an exclusive, worldwide, royalty-free license during the term of this Agreement (i) to state that it is designated by Sponsor as the Registry/Administrator for the .travel TLD, and (ii) to use a logo specified by Sponsor and/or ICANN to signify that Registry/Administrator is the Registry/Administrator for the .travel

TLD. This license may be sublicensed by Registry/Administrator only for use in connection with the provision of Registry Services with respect to the .travel TLD

ARTICLE III. OWNERSHIP AND LICENSES

Section 3.01 Sponsor Data and Databases.

Sponsor shall own all right, title and interest in and to all data and information arising from or relating to the .travel TLD and Registry and Registration Services performed under this Agreement and Sponsor's contract with ICANN"), including without limitation all Authentication Data as referred to in section 1.06 (the "Sponsor Data"); provided, however, that the term Sponsor Data shall not include data made generally available (without a requirement to enter into a license or similar agreement) in connection with any WHOIS function, or the Industry Directory Data. Registry/Administrator hereby releases, transfers and assigns to Sponsor all of Registry/Administrator's right, title and interest (including without limitation all present and future copyrights or database rights under the European Copyright Directive or Database Directive or other similar legislation in any other jurisdictions), if any, in and to such Sponsor Data. Sponsor hereby grants to Registry/Administrator a worldwide, royalty-free, non-exclusive, non-transferable, limited right and license during the Term to use, copy, maintain, modify, enhance, and create derivative works of such Sponsor Data, solely as necessary for the provision of the Services pursuant to this Agreement, including the right to sublicense such Sponsor Data to a contracting party that is carrying out authorization services under the control of and on behalf of the Registry/Administrator. Such authorization includes, without limitation, storage, processing and transmission of the Sponsor Data for Sponsor; maintenance, development, and modification of derivative works for Sponsor as authorized by this Agreement; and the duplication of the Sponsor Data for operational and archival purposes. The foregoing license does not give Registry/Administrator the right, and Registry/Administrator is not authorized, to sublicense such Sponsor Data or any derivative works based thereon. At any time during the Term, Sponsor may receive one or more copies of any or all such Sponsor Data from Registry/Administrator upon Sponsor's written request, provided in or on such media and transmitted by such means and in such format as the Parties reasonably agree. Except as otherwise requested or approved by Sponsor, or as otherwise permitted by any license agreement between Registry/Administrator and a party authorized to provide such license, Registry/Administrator shall cease all use of the Sponsor Data upon expiration or termination of this Agreement, and shall immediately return or destroy the same at Sponsor's direction. Registry/Administrator will use Sponsor Data in a manner that adheres to the policies and procedures established by Sponsor.

Section 3.02 Industry Directory Data

Registry/Administrator shall own all right, title and interest in and to all data and information arising from or relating to the .travel TLD Industry Directory Data gathered in the course of registrations under this Agreement and Sponsor's contract with ICANN.

