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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION
12

13 COALITION FOR ICANN)
TRANSPARENCY INC., a Delaware)
14 corporation,)

15 Plaintiff,)

16 v.)

17 VERISIGN, INC., a Delaware corporation;)
INTERNET CORPORATION FOR)
18 ASSIGNED NAMES AND NUMBERS, a)
California corporation,)

19 Defendants.)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Case No. 5:05-CV-04826 RMW

) DECLARATION OF SEAN MORRIS IN
) SUPPORT OF OPPOSITION BY
) DEFENDANT VERISIGN, INC. TO *EX*
) *PARTE* APPLICATION FOR TEMPORARY
) RESTRAINING ORDER FILED BY
) COALITION FOR ICANN
) TRANSPARENCY INC.

) Action Filed: November 28, 2005

1 DECLARATION OF SEAN MORRIS

2 I, Sean Morris, declare as follows:

3 1. I am an associate at the law firm of Arnold & Porter LLP, counsel for defendant
4 VeriSign, Inc. ("VeriSign"). I make this declaration in support of VeriSign's opposition to the *ex*
5 *parte* application for a temporary restraining order filed by plaintiff Coalition for ICANN
6 Transparency Inc. Unless otherwise stated herein, I have personal knowledge of the facts set forth
7 below and, if called as a witness, could competently testify thereto.

8 2. Attached hereto as Exhibit A is a true and correct copy of a notice posted on the
9 website of the Internet Corporation for Assigned Names and Numbers ("ICANN"). This notice,
10 dated November 21, 2005, is entitled "Information on Proposed VeriSign Settlement and New
11 .COM Agreement."

12 3. Attached hereto as Exhibit B is a true and correct copy of a notice posted on
13 ICANN's website dated October 24, 2005, and entitled "ICANN and VeriSign Announce End to
14 Long-Standing Dispute."

15 4. Attached hereto as Exhibit C is a true and correct copy of a letter dated January 26,
16 2004, from John O. Jeffrey, General Counsel and Secretary for ICANN, to Russell Lewis, and
17 Executive Vice President and General Manager for VeriSign. This letter is posted on ICANN's
18 website and available to the public.

19 5. Attached hereto as Exhibit D is a true and correct copy of the form Registry-
20 Registrar Agreement, which is Appendix F to the .com Registry Agreement entered in 2001.

21 6. Attached hereto as Exhibit E are true and correct copies of corporate documents
22 regarding plaintiff Coalition for ICANN Transparency ("CFIT"), a Consent of Directors in Lieu of
23 Organizational Meeting and the By-Laws of CFIT, obtained from CFIT's website at
24 www.CFIT.info.

25 7. Attached hereto as Exhibit F is a true and correct copy of an article dated July 15,
26 2003 entitled "Domain Registrars sue ICANN" regarding the *Dotster* litigation, obtained from
27 CNET Networks, Inc.'s website at <http://news.com.com>.

1 8. Attached hereto as Exhibit G is a true and correct copy of a Press Release dated June
2 20, 2003 and a Fact Sheet regarding the "Domain Justice Coalition", obtained from Dotster's
3 website at www.dotster.com.

4 9. Attached hereto as Exhibit H is a true and correct copy of a page from the website of
5 Momentous.ca, entitled "About Momentous.ca", obtained from the website located at
6 www.momentous.ca.

7 10. Attached hereto as Exhibit I is a true and correct copy of a page from the website of
8 Pool.com, entitled "Management Profiles", obtained from the website located at www.pool.com.

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11 I declare under penalty of perjury pursuant to the laws of California and the United States of
12 America that the foregoing is true and correct, and that this declaration was executed on November
13 29, 2005, in Los Angeles, California.

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SEAN MORRIS

Exhibit A



Information on Proposed VeriSign Settlement and New .COM Agreement

21 November 2005

On 24 October 2005, ICANN and VeriSign announced that they had reached a proposed agreement to end their current lawsuits. The proposed settlement agreements have been posted for public comment, and are subject to final approval by the ICANN board. On 10 November 2005, ICANN announced an extension of the comment period to allow for comments at the ICANN meeting in Vancouver, Canada

As indicated previously, ICANN appreciates the comments and questions about the proposed VeriSign settlement posted in ICANN's public forum and raised in meetings with staff since the proposed settlement was announced. The following Q & A's (questions and answers) are intended to address key issues raised and support further dialogue and consultation.

ICANN will continue to review questions posted in the public comment forum and elsewhere, and will post additional Q&A as appropriate.

Initial Questions and Answers (from 24 October 2005 Announcement)

1. What does this mean for the lawsuits between ICANN and Verisign?

Pending public comment and full approval by the ICANN board, the proposed agreement settles many long standing points of tension between VeriSign and ICANN which have adversely affected the broader Internet community. It eliminates all pending litigation between the two parties, and - importantly for the community - more ICANN staff and resources can be devoted to ICANN's core functions, rather than to litigation with VeriSign over the terms of the .com registry agreement. In the future, in the event of a disagreement relating to the .com registry agreement, both sides will be able to make use of binding arbitration under the International Chamber of Commerce.

2. What does this mean for future registry services VeriSign might introduce?

The proposed agreement outlines a clearly defined process for the introduction of new registry services in .COM. VeriSign agrees that all new registry services will be reviewed by ICANN prior to introduction through a transparent, defined and timely process.

Under the proposal, VeriSign and ICANN are agreeing to clear definitions and processes for review that further advance the stability and security of the DNS:

- VeriSign agrees to a new, clarified definition of registry services;
- VeriSign agrees not to make changes to registry services without prior notice;
- VeriSign agrees to put new registry services through an appropriate filter for competition, security and stability; this process strikes the right balance between innovation and business certainty and the need to ensure competition, security and stability in the DNS;
- VeriSign and ICANN agree to solid technical definitions of potential effects on "security" and "stability";
- A standing panel of International neutral technical experts will review proposed changes to registry services for potential security and stability issues;

EXHIBIT A PAGE 4

- Competition issues will be referred to appropriate governmental competition authority/authorities; the proposed agreement clarifies ICANN's role and recognizes that determination of whether a registry's action is competitive or anti-competitive is an appropriate function of existing national bodies; and
- The agreement includes compulsory arbitration using the ICC (International Chamber of Commerce) in Paris, which is appropriate for an international organization such as ICANN.

Additional Questions and Answers (Posted 21 November 2005)

1. Domain Registration Prices

Q1.1 Can VeriSign raise its prices under the current .COM agreement? Under the proposed new .COM agreement?

A1.1 Under the current .COM agreement, VeriSign may increase prices with thirty days notice and with ICANN approval (which may not be unreasonably withheld). VeriSign has not raised its prices since the contract has been in effect, and has indicated that it has no current plans to increase prices.

Under the proposed new .COM agreement, VeriSign may raise its service fee (currently US\$6.00) for domain registrations by up to 7% per year starting in 2007. VeriSign will be required to give six-months notice before any price increase, and to continue to offer registrants the option to lock-in price for up to ten years of registration service at current prices.

Q1.2 Why is it appropriate for VeriSign to be allowed to raise its prices by up to 7% per year?

A1.2 In order to provide for a transition to allowing market forces to determine prices, ICANN and VeriSign agreed to relax the current price cap, which has remained unchanged since ICANN came into existence, on a graduated basis. The proposed agreement clarifies ICANN's role and recognizes that determination of whether a registry's action raises competition issues is an appropriate function of existing governmental competition authorities. ICANN consulted with the U.S. Department of Commerce and its views were taken into account by ICANN and VeriSign in agreeing to the pricing provisions in the proposed new .COM agreement.

Q1.3 What assurances are there that all .COM registrants will be provided notice of any price increase, and the steps they can take to lock-in current prices?

A1.3 If VeriSign, or any other operator, decides to change its price it will be in registrants' interest to let their customers know about the opportunity to lock-in lower prices before any price increase becomes effective. The proposed agreement requires the registry operator to provide six-month's notice before any registry price increases take effect.

Q1.4 How is the average .COM domain name holder expected to be affected by the allowed price increases?

A1.4 Prices have dropped from US\$50 per year for a .COM domain name to as low as under US\$10 since ICANN introduced registry and registrar competition in 1999. In terms of the typical .COM domain name holder (an individual who holds one domain name), they will benefit from VeriSign's investment in the .COM registry, they can lock in their current domain name price for 10 years, resulting in registration through 2015. For the millions of .COM registrants who hold one domain name, they currently pay between US\$7- US\$35, depending upon the registrar that they use, and they would have a year to lock-in this price through 2015.

2. ICANN Fees

Q2.1 Why does the agreement increase the amount of money ICANN will receive?

EXHIBIT A PAGE 5

A2.1 The Internet is growing strongly and globally. To ensure that the world realizes the benefits of a single, secure, stable interoperable Internet requires ICANN to globally coordinate its administrative functions and communicate and involve stakeholders throughout the world. In order to continue its responsibilities, ICANN must establish an adequate, stable source of funding. ICANN does not receive government funding. Rather, ICANN's operations are entirely supported by its private sector participants.

Q2.2 How would ICANN spend the additional funds it would receive under the proposed agreement?

A2.2 Each year, ICANN undertakes a public budgeting process that culminates in adoption of an annual budget by the ICANN Board. The budget for fiscal year 2005-06 has been adopted by the Board. ICANN is not authorized to make expenditures greater than those described in the budget without a similar, public process.

If there are revenues that exceed the plan and if increased spending levels are approved through a transparent process, ICANN has identified potential projects in its current operational plan (as well as the need to establish a reserve fund) that are not currently funded. These projects are labeled "in development" in the currently posted operational plan.

3. Settlement Approval

Q3.1 Has the U.S. Government approved the proposed settlement agreement?

A3.1 No. Although ICANN consulted with the U.S. Government during the development of the proposed agreement, ICANN is expected to consider public comment before asking ICANN's Board to approve it. It will then be submitted to the U.S. Department of Commerce for approval.

4. Presumptive Renewal

Q4.1 When will the current .COM agreement expire, and would there be a competitive bidding process when it expires?

A4.1 The .COM agreement executed in 2001, which concludes at the end of 2007, did not include provisions for a re-bid; rather, it had a presumption of renewal that could only have been overturned in the case of a "substantial material breach." Historically, this has been a feature of the .COM agreement; the original .COM agreement of 1999 contained very similar presumptive renewal language.

Q4.2 Why does the proposed agreement extend VeriSign's .COM contract to 2012 and give it presumptive renewal?

A4.2 Extending VeriSign's .COM registry contract to 2012, as proposed in this agreement, maintains Internet security and stability. Uncertainty in the registry contracts discourages investment and can be potentially destabilizing. Contract extensions and presumptive renewal clauses provide operators with the business certainty needed to make large-scale investments in registry infrastructure. This incentive for long-term investment is coupled with safeguards that allow for change if the contract is breached.

Furthermore, the benefits of eliminating existing and future disputes with VeriSign, coupled with the security and stability benefits, is of significant value to the community that is only achievable through negotiations with VeriSign. Absent unexpected circumstances, the VeriSign agreement for .COM will be renewed in 2012, pursuant to the terms of the new agreement. The current .COM registry agreement was for a six-year term. The proposed .COM registry agreement is for five additional years beyond 2007.

Q4.3 Under the previous .COM agreement, VeriSign agreed to expend US\$200,000,000 on certain research, development, and infrastructure improvements. How did they invest it and why does the new agreement contain no similar investment requirement?

A4.3 VeriSign has demonstrated the commitment to make substantial investment in its infrastructure to ensure continued stability and security. It is clear that the need for significant added investment will be required every year in the future and not just through 2007, as usage increases and the complexity and sophistication of security

threat grows more prominent. By tying VeriSign's future as a registry operator to an agreement that quantifiably through service metrics measures its ability to withstand mounting threats and substantially increased volumes, the Registry operator is not only incented to, but required to, invest to keep the infrastructure secure and stable. VeriSign has invested in research and development and capital to design and deploy numerous improvements, including for example ATLAS, new SRS capabilities and capacity, new regional resolution servers, and new monitoring tools. VeriSign has maintained 100% availability of resolution services in the context of daily queries increasing from 1 billion to 17 billion.

5. Dispute Resolution

Q5.1 Does the proposed agreement provide for sanctions in the event of a breach?

A5.1 The 2001 registry agreement included an administrative "sanctions program" that has proved to be impractical and has never been utilized. In all of its recent registry agreements, ICANN has moved away from administrative sanctions programs in favor of arbitration-based enforcement provisions. Unlike the administrative sanctions programs, which are difficult to enforce in practice, the arbitration-based enforcement provisions permit alternative dispute resolution mechanisms and should be more efficient and effective. The proposed .COM agreement and all of the other registry agreements ICANN has entered in 2005 (.JOBS, .TRAVEL, .NET) provide for damages awards by arbitrators, including punitive damages in some cases. Provisions also exist for the use of injunctive relief through courts for the purpose of aiding the arbitration or preserving rights during the pendency of the arbitration.

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Exhibit B



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Public Comment Forum

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ICANN and VeriSign Announce End to Long-Standing Dispute

24 October 2005

Press Release

ICANN today announced that it has reached an proposed agreement to end all pending litigation over its long-standing dispute with VeriSign. The proposed agreement documents are being posted for public comment and are subject to final approval of the ICANN Board. This settlement will clear the way for a new and productive public/private partnership in coordinating technical management of the Internet's domain name system.

Commenting on the proposed agreement, Paul Twomey, President and CEO of ICANN said: "This proposed agreement settles many of the long-standing points of tension between ICANN and VeriSign. The settlement opens the way for a constructive and productive relationship between ICANN and VeriSign that will benefit the global Internet community, and further illustrates the benefits of a multi-stakeholder approach."

The proposed agreements between ICANN and VeriSign provide for the settlement of all existing disputes between ICANN and VeriSign, coordination of planning where appropriate, and commitment to binding international arbitration to prevent any future disagreements from resulting in costly and disruptive litigation.

Importantly, the creation of a clearly defined process for the introduction of new registry services is incorporated in a new .COM Registry Agreement. The agreement also extends the term of VeriSign's management of the world's oldest public registry .COM, and sets out better ways for ICANN and VeriSign to work together to promote stability and innovation of the Top Level Domain.

- [Special Meeting of the Board: Preliminary Report](#)
- [Proposed Settlement Agreements](#)

About ICANN

ICANN is an internationally organised, non-profit corporation that has responsibility for Internet Protocol (IP) address space allocation, protocol identifier assignment, generic (gTLD) and country code (ccTLD) Top-Level Domain name system management, and root server system management functions. As a private-public partnership, ICANN is dedicated to preserving the operational stability of the Internet; to promoting competition; to achieving broad representation of global Internet communities; and to developing policy appropriate to its mission through bottom-up, consensus-based processes.

All media inquiries to press@icann.org or call:

- Asia Pacific: Tony Blackie +61 417 743 142
- Europe: Andrew Robertson: +44 7921 588770
- Americas: Tanzania King: +1 310 301 5804

[Click here to submit comments regarding Proposed Settlement Agreements](#)

[Click here to view comments regarding Proposed Settlement Agreements](#)

EXHIBIT B PAGE 8

ICANN/VeriSign Agreement

Initial Questions and Answers

1. What does this mean for the lawsuits between ICANN and Verisign?

Pending public comment and full approval by the ICANN board, the proposed agreement settles many long standing points of tension between VeriSign and ICANN which have adversely affected the broader Internet community. It eliminates all pending litigation between the two parties, and - importantly for the community - more ICANN staff and resources can be devoted to ICANN's core functions, rather than to litigation with VeriSign over the terms of the .com registry agreement. In the future, in the event of a disagreement relating to the .com registry agreement, both sides will be able to make use of binding arbitration under the International Chamber of Commerce.

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- A standing panel of International neutral technical experts will review proposed changes to registry services for potential security and stability issues;
- Competition issues will be referred to appropriate governmental competition authority/authorities; the proposed agreement clarifies ICANN's role and recognizes that determination of whether a registry's action is competitive or anti-competitive is an appropriate function of existing national bodies; and
- The agreement includes compulsory arbitration using the ICC (International Chamber of Commerce) in Paris, which is appropriate for an international organization such as ICANN.

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Exhibit C



Internet Corporation for Assigned Names and Numbers

26 January 2004

Via E-mail and U.S. Mail

Russell Lewis
Executive Vice President and
General Manager, Naming and Directory Services
VeriSign
21345 Ridgetop Circle LS2-3-2
Dulles, VA 20166-6503

Re: Conclusion of WLS Negotiations

Dear Rusty:

Thank you for your cooperation in completing negotiations concerning the additional terms and conditions under which ICANN will give its consent to VeriSign's request to offer a Wait Listing Service (WLS). I have been authorized to conduct these negotiations on behalf of ICANN pursuant to ICANN Board resolutions 02.100 and 03.80. Based on our discussions, the following summarizes VeriSign's proposals for meeting all of the concerns specified by the relevant resolutions.

Condition A: Subscriptions under the WLS in the .com and .net top-level domains shall not be taken by VeriSign Global Registry Services until at least six months have elapsed after implementation of the Redemption Grace Period for all deleted names in those top-level domains.

VeriSign implementation: The Redemption Grace Period was implemented in .com and .net on 25 January 2003. Since more than six months have passed since that date, VeriSign has effectively satisfied the concerns expressed in Condition A.

Condition B: No preference in connection with, or exclusion from, WLS shall be given because of any registrar-level reservation service.

VeriSign implementation: VeriSign has agreed that it will not give any preference (or exclusion) in connection with WLS to any registrar as a result of its participation in any registrar-level reservation service. VeriSign will not "grandfather" any registrar-level backorder or waiting list reservations, and will not exclude any registered names from availability for WLS subscriptions. All ICANN-accredited registrars will be free to participate in offering WLS, and all registrars will be given equivalent access to the WLS systems and software for

the purpose of placing WLS subscriptions. All registrar connections and bandwidth to the WLS systems will be distributed equally across all connected registrars. WLS subscriptions will be fulfilled on a strictly first-come/first served basis. All registrars will be given equal and adequate notice (at least 30 days' notice) of the details of the launch of the service. In offering WLS, VeriSign will comply with the following: (1) VeriSign will not show any preference or provide any special consideration to any ICANN-accredited registrar with regard to the WLS service; (2) VeriSign will not in any way attempt to warehouse, or purchase WLS subscriptions in its own right other than through an ICANN-accredited registrar; (3) VeriSign subsidiaries and affiliates engaged in providing WLS services shall not have access to, and VeriSign itself will not use, confidential user data or proprietary information of an ICANN-accredited registrar received by VeriSign in the course of providing WLS services, except as necessary for WLS management and operations; (4) VeriSign will take appropriate precautions to prevent the disclosure of confidential user data or proprietary information from any ICANN-accredited registrar, received by VeriSign in the course of providing WLS services, to its affiliates or subsidiaries, except as necessary for WLS management and operations; (5) confidential information about VeriSign's WLS services will not be shared with employees of any ICANN-accredited registrar, except as necessary for WLS management and operations; (6) VeriSign will conduct internal neutrality reviews on a regular basis. Also, as described in your letter to ICANN dated 12 December 2003, non-registry personnel including third-party software providers will not have direct access to WLS systems or data.

Condition C: To avoid an incumbent registrar acquiring a preference in obtaining a WLS subscription through advance knowledge of or control over the deletion of a domain-name registration, there shall be appropriate limitations on that registrar's ability to obtain a WLS subscription on any domain name that it is concurrently sponsoring in the registry.

VeriSign implementation: VeriSign has agreed to include the following provision in the contract between VeriSign and registrars offering WLS subscriptions: "No registrar shall use advance knowledge or control over the deletion of a domain-name registration to obtain a commercial benefit related to a WLS subscription." Through enforcement of this provision, VeriSign and ICANN will cooperatively work to prevent registrars from using inside information to attain an unfair market advantage in buying or selling WLS subscriptions. While we were not able to reach agreement on the details of a "blackout" period that would have limited "insider trading" of WLS subscriptions by preventing their sale near each registration's expiration date, we do agree that on balance, a blackout period is not required. ICANN Board resolution 03.80 modified the original Condition C from resolution 02.100, removing any explicit reference to a blackout period. Also, the original rationale for the blackout period (see <<http://www.dnso.org/clubpublic/ga/Arc10/msg02274.html>>) has been vitiated by

ICANN's recent adoption of a uniform "gTLD Registrar Domain-Name Deletion Policy" (see <<http://www.icann.org/carthage/deletes-topic.htm>>).

Condition D: With regard to transparency of information regarding WLS subscriptions, there shall be an effective mechanism for actively notifying the current domain-name holder upon the placing of a WLS subscription on the name, without revealing the identity of the party holding the WLS subscription.

VeriSign implementation: In summary, VeriSign will attempt to ensure that the registrant of a name is notified in the event that a WLS subscription is placed on the registrant's name (whenever the registration is placed) by:

- Posting of a daily report to a registrar's ftp server listing WLS subscriptions received the previous calendar day (Eastern Time) for domain name registrations for which that registrar is the registrar of record;
- Posting of a listing that will be updated at least weekly on the registrar restricted access portion of VeriSign's website showing registrars who have not agreed to notify registrants so that WLS registrars can fulfill the registrant notification responsibility; and
- Providing the following recommended notification language to registrars, which the registrar of record or the WLS registrar would communicate to the current registrant: "This notice is to inform you that a Wait Listing Service (WLS) subscription has been placed on the domain name <insert domain name> registered with us. Should you choose not to renew your domain name registration with us, the domain name will be deleted and registered to the WLS subscriber."

Condition E: The WLS shall be offered for a trial period of twelve months, with subscriptions offered for a one-year term so that they last no longer than one year past the end of the trial period.

VeriSign implementation: VeriSign has agreed to offer WLS for a trial period lasting one year. Subscriptions lasting one year will be offered throughout the one-year trial period, so effectively WLS will be operational for up to two years even if the sale of WLS subscriptions never extends beyond the proposed trial period.

Condition F: There shall be a data-gathering and evaluation program, to be specified in the negotiated revisions to the agreements, that includes mechanisms for analyzing whether the WLS harms the legitimate interests of consumers or others.

VeriSign implementation: VeriSign will provide reasonable cooperation with an independent third party study designed to evaluate the effect of WLS on the

legitimate interests of consumers and others. The evaluator will be jointly selected by Verisign and ICANN, and will be an economist with significant experience in technology and competition issues. The costs of the WLS evaluation, not to exceed US \$30,000, will be borne by VeriSign. A complete report of the results of the evaluation shall be provided by the evaluator to ICANN and VeriSign no later than one month prior to the conclusion of the one year trial period for the offering of WLS. A summary of the evaluation report, excluding any information that ICANN and VeriSign agree (such agreement not to be unreasonably withheld) is confidential or proprietary, will be posted on the ICANN web site no later than the last day of the WLS trial period.

Provided the outline above is acceptable to you, we will proceed to report a successful conclusion regarding the status of our negotiations on the additional terms and conditions, and will seek approval from ICANN's Board of Directors and the United States Department of Commerce. Nothing within this letter constitutes a waiver of any provisions or obligations of either party within our agreements.

Thank you for your cooperation with these negotiations. Please feel free to contact me if you have any questions.

Sincerely,

John O. Jeffrey
General Counsel & Secretary
Internet Corporation for Assigned Names and
Numbers

cc: U.S. Dept. of Commerce
Kathy Smith
ICANN
Paul Twomey
Kurt Pritz
Dan Halloran
VeriSign
James Ulam
Chuck Gomes

Exhibit D



Revised VeriSign .com Registry Agreement: Appendix F

Posted: 16 April 2001

Registry-Registrar Agreement

Note: The notice period in Section 3.3 shall be ninety (90) days only if a notice period for implementation of material changes to the Registry-Registrar Protocol, Application Program Interfaces, or reference client software applies to all unsponsored TLDs under Registry Agreement with ICANN. Otherwise, the notice period of Section 3.3 shall be sixty (60) days.

REGISTRY-REGISTRAR AGREEMENT

This Registry-Registrar Agreement (the "Agreement") is dated as of _____, _____ ("Effective Date") by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, , Virginia 20166 ("VGRS"), and _____, a _____ corporation, with its principal place of business located at _____ ("Registrar"). VeriSign and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, multiple registrars provide Internet domain name registration services within the .com top-level domain wherein VGRS operates and maintains certain TLD servers and zone files;

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .com TLD.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, VGRS and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. "DNS" refers to the Internet domain name system.

1.2. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

EXHIBIT D PAGE 14

1.3. "IP" means Internet Protocol.

1.4 "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which VGRS or an affiliate engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.5 "Registry TLD" means the .com TLD.

1.6. The "System" refers to the multiple registrar system operated by VGRS for registration of Registered Names in the Registry TLD.

1.7. A "TLD" is a top-level domain of the DNS.

1.8. The "Licensed Product" refers to the RRP, APIs, and software, collectively.

2. OBLIGATIONS OF THE PARTIES

2.1. System Operation and Access. Throughout the Term of this Agreement, VGRS shall operate the System and provide Registrar with access to the System enabling Registrar to transmit domain name registration information for the Registry TLD to the System according to a protocol developed by VGRS and known as the Registry Registrar Protocol ("RRP").

2.2. Distribution of RRP, APIs and Software. No later than three business days after the Effective Date of this Agreement, VGRS shall provide to Registrar (i) full documentation of the RRP, (ii) "C" and "Java" application program interfaces ("APIs") to the RRP with documentation, and (iii) reference client software ("Software") that will enable Registrar to develop its system to register second-level domain names through the System for the Registry TLD. If VGRS elects to modify or upgrade the APIs and/or RRP, VGRS shall provide updated APIs to the RRP with documentation and updated Software to Registrar promptly as such updates become available.

2.3. Registrar Responsibility for Customer Support. Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer (the "Registered Name holder") orders.

2.4. Data Submission Requirements. As part of its registration of all Registered Name registrations in the Registry TLD during the Term of this Agreement, Registrar shall submit the following data elements using the RRP concerning Registered Name registrations it processes:

2.4.1. The Registered Name being registered;

EXHIBIT D PAGE 15

2.4.2. The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

2.4.3. The corresponding host names of those nameservers;

2.4.4. Unless automatically generated by the registry system, the identity of the registrar;

2.4.5. Unless automatically generated by the registry system, the expiration date of the registration; and

2.4.6. Other data required as a result of further development of the registry system by the Registry.

2.5. License. Registrar grants VGRS as Registry a non-exclusive non-transferable limited license to the data elements consisting of the Registered Name, the IP addresses of nameservers, and the identity of the registering registrar for propagation of and the provision of authorized access to the TLD zone files.

2.6. Registrar's Registration Agreement and Domain Name Dispute Policy. Registrar shall have developed and employ in its domain name registration business an electronic or paper registration agreement, including a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit A (which may be amended from time to time by Registrar, provided a copy is furnished to VGRS three (3) business days in advance of any such amendment), to be entered into by Registrar with each Registered Name holder as a condition of registration. Registrar shall include terms in its agreement with each Registered Name holder that are consistent with Registrar's duties to VGRS hereunder.

2.7. Secure Connection. Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each RRP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every RRP client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

2.8. Domain Name Lookup Capability. Registrar agrees to employ in its domain name registration business VGRS's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

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2.9. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Sponsorship of Registrations Between Registrars appended hereto as Exhibit B.

2.10. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the registry database, the time shown in the VGRS records shall control.

2.11. Compliance with Terms and Conditions. Registrar agrees to comply with all other reasonable terms or conditions established from time to time, to assure sound operation of the System, by VGRS in a non-arbitrary manner and applicable to all registrars, including affiliates of VGRS, and consistent with VGRS's Cooperative Agreement with the United States Government or VGRS's Registry Agreement with ICANN, as applicable, upon VGRS's notification to Registrar of the establishment of those terms and conditions.

2.12. Resolution of Technical Problems. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the RRP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, VGRS may, in its sole discretion, temporarily suspend access to the System. Such temporary suspensions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of VGRS.

2.13. Surety Instrument. During the Initial Term and any Renewal Terms, Registrar shall have in place a performance bond, letter of credit or equivalent instrument (the "Surety Instrument") from a surety acceptable to VGRS, in the amount of \$100,000 U.S. dollars. (A single such Surety Instrument shall satisfy this obligation and Registrar's obligations under similar provisions of other Registry-Registrar Agreements between Registrar and VGRS.) The terms of the Surety Instrument shall indemnify and hold harmless VGRS and its employees, directors, officers, representatives, agents and affiliates from all costs and damages (including reasonable attorneys' fees) which it may suffer by reason of Registrar's failure to indemnify VGRS as provided in Section 6.16 by making payment(s) up to the full amount of the bond within ten (10) days of VGRS's having notified the surety of its claim(s) of damages, having identified the basis for any such claim. VGRS shall not be entitled to payment under the Surety Instrument until such time as it has certified that it has incurred expenses for which it is entitled to reimbursement in accordance with the provisions of Section 6.16 of this Agreement.

2.14. Prohibited Domain Name Registrations. Registrar agrees to comply with the policies of VGRS that will be applicable to all registrars and that will prohibit the registration of certain domain names in the Registry TLD which are not allowed to be registered by statute or regulation.

2.15. Indemnification Required of Registered Name Holders. Registrar

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shall require each Registered Name holder to indemnify, defend and hold harmless VGRS, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, VGRS hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the RRP, APIs and Software, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The RRP, APIs and Software, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name holders. Registrar, using the RRP, APIs and Software, as well as updates and redesigns thereof, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

3.2. Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the written consent of VGRS, Registrar shall not: (i) sublicense the RRP, APIs or Software or otherwise permit any use of the RRP, APIs or Software by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the RRP, APIs or Software other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the RRP, APIs or Software for any unauthorized purpose, or (iv) use or permit use of the RRP, APIs or Software in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose.

Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.3. Changes to Licensed Materials. VGRS may from time to time make modifications to the RRP, APIs or Software licensed hereunder that will enhance functionality or otherwise improve the System. VGRS will provide

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Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the RRP, APIs or software licensed hereunder.

4. SUPPORT SERVICES

4.1. Engineering Support. VGRS agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. local Herndon, Virginia time or at such other times as may be mutually agreed upon) to address engineering issues arising in connection with Registrar's use of the System.

4.2. Customer Service Support. During the Term of this Agreement, VGRS will provide reasonable telephone and e-mail customer service support to Registrar, not Registered Name holders or prospective customers of Registrar, for non-technical issues solely relating to the System and its operation. VGRS will provide Registrar with a telephone number and e-mail address for such support during implementation of the RRP, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. VGRS will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

5. FEES

5.1. Registration Fees.

(a) Registrar agrees to pay VGRS the non-refundable amounts of US\$ 6 for each annual increment of an initial domain name registration and US\$ 6 for each annual increment of a domain name re-registration (collectively, the "Registration Fees") registered by Registrar through the System.

(b) VGRS reserves the right to adjust the Registration Fees prospectively upon thirty (30) days prior notice to Registrar, provided that such adjustments are consistent with VGRS's Cooperative Agreement with the United States Government or its Registry Agreement with ICANN, as applicable, and are applicable to all registrars in the Registry TLD. VGRS will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of VGRS's invoice pursuant to a letter of credit, deposit account, or other acceptable credit terms agreed by the Parties.

5.2. Change in Registrar Sponsoring Domain Name. Registrar may assume sponsorship of an Registered Name holder's existing domain name registration from another registrar by following the policy set forth in Exhibit B to this Agreement.

(a) For each transfer of the sponsorship of a domain-name registration under Part A of Exhibit B, Registrar agrees to pay

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VGRS the renewal registration fee associated with a one-year extension, as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer.

(b) For a transfer approved by ICANN under Part B of Exhibit B, Registrar agrees to pay VGRS US\$ 0 (for transfers of 50,000 names or fewer) or US\$ 50,000 (for transfers of more than 50,000 names).

Fees under this Section 5.2 shall be due immediately upon receipt of VGRS's invoice pursuant to a letter of credit, deposit account, or other acceptable credit terms agreed by the Parties.

5.3. Pro-Rata Charges for ICANN Fees. Registrar agrees to pay to VGRS, within ten (10) days of VGRS's invoice, a portion of any variable registry-level fees paid by VGRS to ICANN, pro-rated among all registrars sponsoring registrations in the Registry TLD based on their relative numbers of domain-name registrations sponsored.

5.4. Non-Payment of Fees. Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within five (5) days of the date when due, VGRS may stop accepting new registrations and/or delete the domain names associated with invoices not paid in full from the Registry database and give written notice of termination of this Agreement pursuant to Section 6.1(b) below.

6. MISCELLANEOUS

6.1. Term of Agreement and Termination.

(a) Term of the Agreement. The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or VGRS ceases to operate the registry for the Registry TLD. In the event that revisions to VGRS's Registry-Registrar Agreement are approved or adopted by the U.S. Department of Commerce, or ICANN, as appropriate, Registrar will execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within fifteen (15) days, terminate this Agreement immediately by giving written notice to VGRS.

(b) Termination For Cause. In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not

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substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

(c) Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving VGRS thirty (30) days notice of termination.

(d) Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation for the Registry TLD by ICANN, or its successor, is terminated or expires without renewal.

(e) Termination in the Event that Successor Registry Operator is Named. This Agreement shall terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to operate the registry for the Registry TLD.

(f) Termination in the Event of Bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.

(g) Effect of Termination. Upon expiration or termination of this Agreement, VGRS will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to VGRS for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed registrar(s) of the Registry, in compliance with Exhibit B, Part B, or any other procedures established or approved by the U.S. Department of Commerce or ICANN, as appropriate, and (ii) either return to VGRS or certify to VGRS the destruction of all data, software and documentation it has received under this Agreement.

(h) Survival. In the event of termination of this Agreement, the following shall survive: (i) Sections 2.5, 2.6, 6.1(g), 6.2, 6.6, 6.7, 6.10, 6.12, 6.13, 6.14, and 6.16; (ii) the Registered Name holder's obligations to indemnify, defend, and hold harmless VGRS, as stated in Section 2.15; (iii) the surety's obligations under the Surety Instrument described in Section 2.13 with respect to matters

arising during the term of this Agreement; and (iv) Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

6.2. No Third Party Beneficiaries; Relationship of The Parties. This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Name holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

6.3. Force Majeure. Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

6.4. Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

6.5. Amendment in Writing. Any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties.

6.6. Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

6.7. Dispute Resolution; Choice of Law; Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the eastern district of the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the

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eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.

6.8. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

if to Registrar:

with a copy to:

if to VGRS:

General Counsel
VeriSign, Inc.
1350 Charleston Road
Mountain View, California 94043
Telephone: 1/650/961/7500
Facsimile:1/650/961/8853; and

General Manager
Business Affairs Office
VeriSign Registry
21345 Ridgetop Circle
Dulles, Virginia 20166
Telephone: 1/703/948/3200
Facsimile: 1/703/421/2129; and

Deputy General Counsel
VeriSign, Inc.
505 Huntmar Park Drive

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Herndon, Virginia 20170
Telephone: 1/703/742/0400
Facsimile: 1/703/742/7916

6.9. Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of VGRS.

6.10. Use of Confidential Information. The Parties' use and disclosure of Confidential Information disclosed hereunder are subject to the terms and conditions of the Parties' Confidentiality Agreement (Exhibit C) that will be executed contemporaneously with this Agreement. Registrar agrees that the RRP, APIs and Software are the Confidential Information of VGRS.

6.11. Delays or Omissions; Waivers. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.12. Limitation of Liability. IN NO EVENT WILL VGRS BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VGRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.13. Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

6.14. Intellectual Property. Subject to Section 2.5 above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

6.15. Representations and Warranties

(a) **Registrar.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing **EXHIBIT D PAGE 23**

under the law of the _____, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after November 4, 1999, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement, and (6) Registrar's Surety Instrument provided hereunder is a valid and enforceable obligation of the surety named on such Surety Instrument.

(b) VGRS. VGRS represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by VGRS, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by VGRS in order for it to enter into and perform its obligations under this Agreement.

(c) Disclaimer of Warranties. The RRP, APIs and Software are provided "as-is" and without any warranty of any kind. VGRS EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. VGRS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE RRP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE RRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE RRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VGRS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE RRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE RRP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.16. Indemnification. Registrar, at its own expense and within thirty (30) days of presentation of a demand by VGRS under this paragraph, will

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indemnify, defend and hold harmless VGRS and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against VGRS or any affiliate of VGRS based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) VGRS provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, VGRS will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses VGRS for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without VGRS's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by VGRS in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.17. Entire Agreement; Severability. This Agreement, which includes Exhibits A, B, and C, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

VeriSign, Inc.

By: _____
 Name: _____
 Title: _____

[Registrar]

By: _____
 Name: _____

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Title: _____

Exhibit A Registrar's Dispute Policy

[To be supplied from time to time by Registrar]

Exhibit B Policy on Transfer of Sponsorship of Registrations Between Registrars

A. Holder-Authorized Transfers.

Registrar Requirements.

The registration agreement between each Registrar and its Registered Name holder shall include a provision explaining that a Registered Name holder will be prohibited from changing its Registrar during the first 60 days after initial registration of the domain name with the Registrar. Beginning on the 61st day after the initial registration with the Registrar, the procedures for change in sponsoring registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the Registrar sponsoring the domain name registration.

For each instance where an Registered Name holder wants to change its Registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining Registrar shall:

1) Obtain express authorization from an individual who has the apparent authority to legally bind the Registered Name holder (as reflected in the database of the losing Registrar).

a) The form of the authorization is at the discretion of each gaining Registrar.

b) The gaining Registrar shall retain a record of reliable evidence of the authorization.

2) In those instances when the Registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:

a) A bilateral agreement between the parties.

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b) The final determination of a binding dispute resolution body.

c) A court order.

3) Request, by the transmission of a "transfer" command as specified in the Registry Registrar Protocol, that the Registry database be changed to reflect the new Registrar.

a) Transmission of a "transfer" command constitutes a representation on the part of the gaining Registrar that:

(1) the requisite authorization has been obtained from the Registered Name holder listed in the database of the losing Registrar, and

(2) the losing Registrar will be provided with a copy of the authorization if and when requested.

In those instances when the Registrar of record denies the requested change of Registrar, the Registrar of record shall notify the prospective gaining Registrar that the request was denied and the reason for the denial.

Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to:

1) Situations described in the Domain Name Dispute Resolution Policy

2) A pending bankruptcy of the Registered Name holder

3) Dispute over the identity of the Registered Name holder

4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar

In all cases, the losing Registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."

Registry Requirements.

Upon receipt of the "transfer" command from the gaining Registrar, VGRS will transmit an e-mail notification to both Registrars.

VGRS shall complete the "transfer" if either:

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- 1) the losing Registrar expressly "approves" the request, or
- 2) VGRS does not receive a response from the losing Registrar within five (5) days.

When the Registry's database has been updated to reflect the change to the gaining Registrar, VGRS will transmit an email notification to both Registrars.

Records of Registration.

Each Registered Name holder shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which the Registered Name holder enters into a contract for registration services.

Effect on Term of Registration.

The completion by VGRS of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years.

B. ICANN-Approved Transfers.

Transfer of the sponsorship of all the registrations sponsored by one registrar as the result of acquisition of that registrar or its assets by another registrar may be made according to the following procedure:

(a) The gaining registrar must be accredited by ICANN for the Registry TLD and must have in effect a Registry-Registrar Agreement with VGRS for the Registry TLD.

(b) ICANN must certify in writing to VGRS that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a registrar.

Upon satisfaction of these two conditions, VGRS will make the necessary one-time changes in the registry database for no charge, for transfers involving 50,000 name registrations or fewer. If the transfer involves registrations of more than 50,000 names, VGRS will charge the gaining registrar a one-time flat fee of US\$ 50,000.

Exhibit C Confidentiality Agreement

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THIS CONFIDENTIALITY AGREEMENT is entered into by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, , Virginia 20166 ("VGRS"), and _____, a _____ corporation having its principal place of business in _____ ("Registrar"), through their authorized representatives, and takes effect on the date executed by the final party (the "Effective Date").

Under this Confidentiality Agreement ("Confidentiality Agreement"), the Parties intend to disclose to one another information which they consider to be valuable, proprietary, and confidential.

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information

1.1. "Confidential Information", as used in this Confidentiality Agreement, shall mean all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party under this Confidentiality Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the disclosing party will notify the receiving party in writing within 15 days of the disclosure.

2. Confidentiality Obligations

2.1. In consideration of the disclosure of Confidential Information, the Parties agree that:

(a) The receiving party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from the disclosing party, including implementing reasonable physical security measures and operating procedures.

(b) The receiving party shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the receiving party is a corporation, partnership, or similar entity, disclosure is permitted to the receiving party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the receiving party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the terms of this Confidentiality Agreement.

(c) The receiving party shall not modify or remove any Confidential legends and/or copyright notices appearing on any Confidential

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Information.

2.2. The receiving party's duties under this section (2) shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties.

3. Restrictions On Use

3.1. The receiving party agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of providing domain name registration services as a registrar and for no other purposes whatsoever.

3.2. No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other VGRS proprietary rights are granted by the disclosing party to the receiving party by this Confidentiality Agreement, or by any disclosure of any Confidential Information to the receiving party under this Confidentiality Agreement.

3.3. The receiving party agrees not to prepare any derivative works based on the Confidential Information.

3.4. The receiving party agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by the receiving party.

4. Miscellaneous

4.1. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

4.2. The obligations set forth in this Confidentiality Agreement shall be continuing, provided, however, that this Confidentiality Agreement imposes no obligation upon the Parties with respect to information that (a) is disclosed with the disclosing party's prior written approval; or (b) is or has entered the public domain through no fault of the receiving party; or (c) is known by the receiving party prior to the time of disclosure; or (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is made generally available by the disclosing party without restriction on disclosure.

4.3. This Confidentiality Agreement may be terminated by either party upon breach by the other party of any its obligations hereunder and such breach is not cured within three (3) calendar days after the allegedly breaching party is notified by the disclosing party of the breach. In the event of any such termination for breach, all Confidential Information in the possession of the Parties shall be immediately returned to the disclosing party; the receiving party shall provide full voluntary disclosure to the disclosing party of any and

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all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of Sections 2 and 3 hereof shall survive such termination and remain in full force and effect. In the event that the Registrar License and Agreement between the Parties is terminated, the Parties shall immediately return all Confidential Information to the disclosing party and the receiving party shall remain subject to the obligations of Sections 2 and 3.

4.4. The terms and conditions of this Confidentiality Agreement shall inure to the benefit of the Parties and their successors and assigns. The Parties' obligations under this Confidentiality Agreement may not be assigned or delegated.

4.5. The Parties agree that they shall be entitled to seek all available legal and equitable remedies for the breach of this Confidentiality Agreement.

4.6. The terms and conditions of this Confidentiality Agreement may be modified only in a writing signed by VGRS and Registrar.

4.7. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

4.8. If any part of this Confidentiality Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and the Parties agree: (a) to negotiate in good faith to amend this Confidentiality Agreement to achieve as nearly as legally possible the purpose or effect as the stricken part, and (b) that the remainder of this Confidentiality Agreement shall at all times remain in full force and effect.

4.9. This Confidentiality Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof.

4.10. Any obligation imposed by this Confidentiality Agreement may be waived in writing by the disclosing party. Any such waiver shall have a one-time effect and shall not apply to any subsequent situation regardless of its similarity.

4.11. Neither Party has an obligation under this Confidentiality Agreement to purchase, sell, or license any service or item from the other Party.

4.12. The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized

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representatives of VGRS and Registrar have executed this Confidentiality Agreement in Virginia on the dates indicated below.

("Registrar")

By: _____
Title: _____
Date: _____

VeriSign, Inc. ("VGRS")

By: _____
Title: _____
Date: _____

Comments concerning the layout, construction and functionality of this site should be sent to webmaster@icann.org.

Page Updated 16-April-2001

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Exhibit E



Coalition For ICANN Transparency

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About Us

The Coalition for ICANN Transparency Inc. – CFIT -- is a not for profit Delaware corporation based in Washing CFIT's supporters include individuals, organizations, institutions and companies who are committed to the cor on which ICANN, the internet governing body, was founded:

1. **Stability:** "(T)he stability of the Internet should be the first priority of any DNS management system."
2. **Competition:** "(M)arket mechanisms that support competition and consumer choice should drive the r of the Internet because they will lower costs, promote innovation, encourage diversity, and enhance us and satisfaction."
3. **Private Sector, Bottom-Up Coordination:** "A private coordinating process is likely to be more flexibl government and to move rapidly enough to meet the changing needs of the Internet and of Internet us private process should, as far as possible, reflect the bottom-up governance that has characterized dev the Internet to date."
4. **Representation:** "Management structures should reflect the functional and geographic diversity of the and its users. Mechanisms should be established to ensure international participation in decision makin

Key to the health of all is transparency. CFIT is working to see these principles reinforced. The need is clear a often veers from their path. Look no further than the recently announced .com management agreement that each principle.

CFIT's corporate documents are located here:

- Certificate of Incorporation
- Certificate of Amendment of Certificate of Incorporation
- Incorporator's Consent
- Organizational Consent of the Board of Directors
- By-Laws of the Corporation

To show your support for CFIT's goals and post your comments on the way ICANN is operating, specifically on t new .com contract, click here: support@cfit.info

To contact CFIT, or to provide donations, reach us at:

Coalition for ICANN Transparency
1220 19st Street, NW
Suite 804
Washington, D.C. 20036
202.223.3308

Media Contact:
Marcie Hatch
marcie.hatch@zenogroup.com
415.369.8120

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EXHIBIT E PAGE 34

CONSENT OF DIRECTORS IN LIEU OF ORGANIZATIONAL MEETING OF COALITION FOR ICANN TRANSPARENCY INC.

THE UNDERSIGNED, being all of the directors of the Coalition for ICANN Transparency Inc. (the "Corporation"), a Delaware corporation, pursuant to the provisions of Section 141 and Section 108 of the Delaware General Corporation Law, hereby consent that the following actions shall be deemed done with the same effect as if done at a regularly called meeting of the Board of Directors:

RESOLVED, that all of the actions taken by the incorporator of this Corporation to effect the incorporation of this Corporation are hereby approved, ratified, confirmed and adopted by and on behalf of this Corporation;

RESOLVED, that the Bylaws attached hereto be and are hereby adopted;

RESOLVED, that the form of corporate seal, an impression of which is affixed in the margin, is adopted as the official corporate seal of the Corporation.

RESOLVED, that the following persons are elected to the offices set opposite their names to serve until their respective successors are duly elected and qualified:

Chief Executive Officer	Jennifer A. Ross-Carriere
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Secretary	Jason Eberstein
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Treasurer	Jason Eberstein
-----------	-----------------

RESOLVED, that the Treasurer is hereby authorized to pay all fees and expenses incident to and necessary to the organization of the Corporation;

RESOLVED, that the Certificate of Incorporation of the Corporation be amended in its entirety to read as set forth on attached Exhibit A;

RESOLVED, that the directors of the Corporation declare advisable the amendment to the Certificate of Incorporation of the Corporation; and

RESOLVED, that any officer of the Corporation hereby is authorized, empowered, and directed to execute and file, or cause to be filed, with the Secretary of State of the State of Delaware, a Certificate of Amendment to the Certificate of Incorporation of the Corporation, which Certificate of Amendment shall be in substantially the form as the form of Certificate of Amendment attached hereto as Exhibit A;

RESOLVED, that Trammell & Co. is hereby designated as a Class 1 Supporter (as that term is defined in the Bylaws) of the Corporation;

RESOLVED, that Pool.com Inc. is hereby designated as a Class 1 Supporter of the Corporation;

RESOLVED, that World Association of Domain Name Developers is hereby designated as a Class 1 Supporter of the Corporation;

RESOLVED, that Momentous.ca Corporation is hereby designated as a Class 1 Supporter of the Corporation;

RESOLVED, that the Chief Executive Officer and the Treasurer of the Corporation be, and each of them hereby is, authorized for and on behalf of the Corporation to designate from time to time one or more banks, trust companies or other banking institutions to act as depository or depositories for the funds of the Corporation;

RESOLVED, that the Chief Executive Officer and the Treasurer of the Corporation be, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, to take any and all action that they may deem necessary or advisable in order to establish bank accounts from time to time for the efficient conduct of the Corporation's business;

RESOLVED, that the Treasurer of the Corporation be, and he hereby is, the sole individual authorized to sign checks or otherwise transact on any of such bank accounts;

RESOLVED, that the fiscal year of the Corporation shall commence on the 1st day of January and shall end on the 31st day of December of each year;

RESOLVED, that the Secretary and the Treasurer of this Corporation be, and hereby are, authorized and directed to procure all appropriate corporate books and books of account that may be deemed necessary or appropriate in connection with the business of this Corporation;

RESOLVED, that the Board hereby authorizes the Corporation and its officers to initiate litigation against Internet Corporation for Assigned Names and Numbers, a California corporation, and Verisign, Inc., a Delaware corporation, for, among other things, violations of the antitrust laws and the California Business and Professions Code; and

RESOLVED, the Chief Executive Officer and the Treasurer be, and each of them hereby is, authorized and directed to retain legal counsel and such other consultants and agents, as they deem necessary, to advise and assist them and perform such services as the Chief Executive Officer and Secretary may deem necessary or appropriate, and to enter into such contracts providing for the retention, compensation, reimbursement of expenses of such legal counsel, consultants and agents as the Chief Executive Officer and Treasurer may deem necessary or appropriate; and

RESOLVED, that the Chief Executive Officer and the Treasurer of this Corporation be, and each of them hereby is, authorized and directed to take any further action and execute any such document as may be deemed necessary or advisable in order to carry out the purpose and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, being all of the directors of Coalition for ICANN Transparency Inc., a Delaware corporation, have hereunto set forth their hands and seals as of the 27th day of November, 2005.

(Jason Eberstein)
Name: Jason Eberstein
Director

(Tony Farrow)
Name: Tony Farrow
Director

(Howard Neu)
Name: Howard Neu
Director

(Jennifer A. Ross-Carriere)
Name: Jennifer A. Ross-Carriere
Director

COALITION FOR ICANN TRANSPARENCY INC.

BYLAWS

ARTICLE I

OFFICES AND PURPOSE

Section 1. Registered Office. The registered office of the Corporation shall be in the County of Kent, State of Delaware.

Section 2. Other Offices. The Corporation also may have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 3. Purposes. . The Corporation is being organized and will be operated exclusively for a purpose within the meaning of Section 501(c)(6) of the Internal Revenue Code, as amended (the "Code"), or the corresponding provision of any subsequent federal tax law. Such purpose shall be to promote the interests of its Supporter businesses by seeking a competitive and fair market for domain name registry services.

ARTICLE II

SUPPORTERS

Section 1. Supporters. There shall exist two classes of Supporter of the Corporation: Class 1 Supporters and Class 2 Supporters (individually, a "Supporter" and collectively, the "Supporters"). The initial Class 1 Supporters of the Corporation shall be designated in the organizational consent of the Board without regard to the Conditions for Qualifications set forth in Section 2 of this Article. Thereafter, the Board may admit additional Supporters from time to time, provided that in each case the person or entity has satisfied the qualifications for membership. A Supporter may withdraw at any time, provided, however, that if only one Supporter remains, such sole remaining Supporter, in connection with his, her, or its withdrawal, shall liquidate, dissolve, and wind up the affairs of the Corporation in accordance with the Corporation's Certificate of Incorporation and applicable law. Upon a Supporter's withdrawal, the remaining Supporters may, but shall not be obligated to, elect a substitute Supporter.

Section 2. Conditions for Qualification. To qualify for admission as a Class 1 Supporter, a person or entity must have contributed at least Fifty Thousand Dollars (\$50,000) to the Corporation. To qualify for admission as a Class 2 Supporter, a person or entity must have contributed time, money or other assistance to the Corporation. A person or entity seeking to be admitted as a Supporter shall provide the Board with written documentation of the amount and type of contribution made by such person or entity. Upon receipt of such documentation, the Board shall determine whether or not to admit such person or entity as a Supporter. The Board may, in its sole discretion, determine whether or not to admit any person or entity and, if admitted, whether to admit such person or entity as a Class 1 or Class 2 Supporter.

Section 3. Voting Rights. On all matters (other than the election of directors) properly before the Supporters, each Supporter shall be entitled to one vote. In connection with the election of directors, the Supporters shall not be entitled to vote.

Section 4. Right to Nominate. In connection with the annual election of directors, each Class 1 Supporter shall have the right to nominate one director for election to the Board. If the Board from time to time admits additional Class 1 Supporters, then the Board shall be expanded to reflect such admissions and the new Class 1 Supporters shall have the right to immediately nominate new members to the Board. Once a Class 1 Supporter has nominated a new member to the Board, the full Board shall meet and elect such nominees to the Board.

ARTICLE III

MEETINGS OF SUPPORTERS

Section 1. Place of Meetings. All meetings of the Supporters shall be held at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2. Annual Meeting. There shall be an annual meeting of the Supporters. Annual meetings of the Supporters shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At the annual meeting, each Class 1 Supporter shall submit its nomination for the Board of Directors and the Supporters shall transact such other business as may properly be brought before the meeting.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting stating the place, date, and hour of the meeting shall be given to each Supporter entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 4. List of Supporters. The Corporation shall prepare and make, at least ten days before every meeting of Supporters, a complete list of the Supporters entitled to vote at the meeting, arranged in alphabetical order and showing the address of each Supporter. Such list shall be open to the examination of any Supporter for any purpose germane to the meeting, during ordinary business hours for the ten days immediately prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list also shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Supporter who is present.

Section 5. Special Meetings. Special meetings of the Supporters, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chief Executive Officer, and shall be called by the Chief Executive Officer or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of a Supporter or Supporters having a majority of the voting rights of the Corporation. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Notice of Special Meeting. Written notice of a special meeting stating the place, date, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each Supporter entitled to vote at such meeting.

Section 7. Order of Business. Business transacted at any special meeting of the Supporters shall be limited to the purpose stated in the notice.

Section 8. Quorum. At all meetings of the Supporters, Supporters holding a majority of the votes that may be cast at any meeting, whether present in person or represented by proxy, shall constitute a quorum for the transaction of business, except as otherwise provided by statute or in the Certificate of Incorporation. In the absence of a quorum, the Supporters entitled to vote thereat and present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Supporter entitled to vote at the meeting.

Section 9. Majority. When a quorum is present at any meeting, a majority of the Supporters entitled to vote shall decide any question brought before such meeting, unless the question is one on which, by express provision of the statutes or the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Proxy. At any meeting of the Supporters, the Supporters entitled to vote may vote by proxy executed in writing by the Supporters or by its duly authorized attorney in fact, but no proxy shall be valid after three ~~30~~ days from the date of its execution unless otherwise provided in the proxy.

Section 11. Consent. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of the Supporters of the Corporation, or any action which may be taken at any annual or special meeting of the Supporters, may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by a majority of all Supporters entitled to vote with respect to the subject matter thereof. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Supporters who have not consented in writing.

ARTICLE IV DIRECTORS

Section 1. Number. The initial Board shall consist of the four (4) directors designated by the Incorporator. Thereafter, by resolution the full Board may from time to time increase or decrease the size of the Board to coincide with the number of Class 1 Supporters. The Directors shall be nominated by the Class 1 Supporters at the annual meeting of the Supporters and elected by the full Board. Except as provided in Section 2 of this ARTICLE IV, each Director elected shall hold office until such Director's successor is elected and qualified.

Section 2. Removal. A Director may be removed from office with or without cause by the Class 1 Supporters of the Corporation at any time.

Section 3. Vacancies. Vacancies and newly created directorships resulting from resignations or any increase in the authorized number of Directors may be filled by the Board after the Class 1 Supporter who has the right to nominate a director for such vacancy or newly created directorship has provided the Board with the name of its nominee, and the Director(s) so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 4. General Powers. The business of the Corporation shall be managed by its Board of Directors which shall have and exercise full power in the management and conduct of the business and affairs of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the Supporters; provided, however, that the Board of Directors shall not be authorized to engage in any activity that would cause the Corporation to cease to qualify under Section 501(c)(6) of the Code.

Section 5. Compensation. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors but shall not be paid a fixed sum for attendance at any meeting of the Board of Directors or receive a stated salary as Director.

ARTICLE V MEETINGS OF DIRECTORS

Section 1. Place and Time of Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware at such time and place as shall be fixed by the vote of the Directors from time to time.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held on ten days' notice given by the Secretary to each Director.

Section 3. Special Meetings. Special meetings of the Board may be called by the Chief Executive Officer on twenty four (24) hours notice to each Director. Special meetings shall be called by the Chief Executive Officer or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 4. Annual Meeting. An annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Supporters or at such other time as the Directors shall determine, at such place, on such date, and at such time as shall have been established by the Board of Directors. A notice of the annual meeting, setting forth the time,

date, and place of the meeting shall be given by the Secretary not less than ten (10) days in advance of the meeting to each Director at the address last shown on the records of the Corporation. Unless otherwise indicated in the notice thereof, any and all business may be transacted at the annual meeting.

Section 5. Quorum. At all meetings of the Board, a majority of all Directors shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise may specifically be provided by statute or in the Certificate of Incorporation. If a quorum not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum be present.

Section 6. Consent. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee. Any such written consents may be executed in counterparts, and such counterparts when taken together shall constitute one and the same instrument.

Section 7. Meetings by Telephone. Any meetings provided for herein may be held by conference telephone or video conference (or similar methods of communication) under circumstances where all participants can hear one another, and participation in a meeting by such means shall constitute presence in person at such meeting.

ARTICLE VI COMMITTEES OF DIRECTORS

Section 1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two (2) or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 2. Resignation, Removal, and Vacancies. Any member of any committee may resign at any time by giving written notice to the Board of Directors and the acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. Any member of any committee may be removed from such Committee at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any committee of the Corporation shall be filled by the Board of Directors in the manner prescribed by these Bylaws for the original appointment of the members of such Committee.

Section 3. Participation by Non-Board Members. Persons who are not members of the Board of Directors may be appointed as non-voting members of Board Committees or may be appointed to Advisory Committees established from time to time by the Board, to provide advice and counsel to the Board or its Committees.

Section 4. Minutes. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

ARTICLE VII NOTICES

Section 1. Form of Notice. Whenever, under the provisions of the statutes or the Certificate of Incorporation

or these Bylaws, notice is required to be given to any Director or Supporter, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail addressed to such Director or Supporter at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same is deposited in the United States mail. Notice to Directors may also be given by facsimile transmission.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or the Certificate of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such notice. Actual presence of a Supporter or Director at any meeting shall constitute a waiver of any notice required herein.

ARTICLE VIII OFFICERS

Section 1. Officers. The Officers of the Corporation shall be chosen by the Board of Directors and shall initially be a Chief Executive Officer, a Secretary, and a Treasurer. The Board of Directors may appoint such other Officers and agents as it shall deem necessary who shall hold their offices for such terms and exercise such powers and perform such duties as shall be determined from time to time by the Board. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provides.

Section 2. Compensation. The salaries, if any, of all Officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 3. Term, Resignation, Removal, and Vacancies. The Officers of the Corporation shall hold office until their successors are chosen and qualify. Any Officer may resign at any time by giving written notice to the Board of Directors and the acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. Any Officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 4. Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of the Supporters and the Board of Directors, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall perform the duties that usually pertain to this office. When so directed by the Board of Directors, the Chief Executive Officer shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law otherwise to be signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other Officer or agent of the Corporation.

Section 5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Supporters and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Supporters and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or Chief Executive Officer, under whose supervision he or she shall be. The Secretary shall have custody of the corporate seal of the Corporation and shall have authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by his or her signature. The Board of Directors may give general authority to any other Officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 6. Treasurer. The Treasurer shall have the custody of all funds, notes, bonds, and other evidences of property of the Corporation, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall arrange for disbursements of the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and

shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond (which shall be renewed every year) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his or her possession or under his or her control and belonging to the Corporation. The Treasurer shall supervise the Corporation's timely preparation and filing of financial statements and tax filings.

ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if the Director or Officer acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; provided, however, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such indemnification is authorized by the Board of Directors. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful; provided, however, if the action referred to above is brought by or in the right of the Corporation to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the said court shall deem proper.

Section 2. To the extent that any such person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

Section 3. Except as provided in Section 2 or ordered by a court, any indemnification authorized by Section 1 shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of Directors who were not parties to such action, suit or proceeding even though less than a quorum, or (b) by a committee of such Directors designated by majority vote of such Directors even though less than a quorum, (c) if there are no such Directors, or if such disinterested Directors so direct, by independent legal counsel in a written opinion, or (d) by the Supporters.

Section 4. Expenses (including attorneys' fees) incurred by the persons identified in Section 1 in defending a civil or criminal action, suit or proceeding referred to in Section 1 shall be paid in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized by these Bylaws.

Section 5. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which any such Director or Officer may be entitled, under any other bylaw, agreement, vote of disinterested

Directors or otherwise, and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X GENERAL PROVISIONS

Section 1. Dissolution or Liquidation. In the event of the liquidation, dissolution, or winding up of the affairs of the Corporation, whether voluntary, involuntary, or by operation of law, the assets of the Corporation shall be distributed as provided in the Certificate of Incorporation.

Section 2. Contracts. The Board of Directors may authorize any Officer or Officers or agent or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances.

Section 3. Checks. All checks, drafts, or orders for the payment of money, and notes of the Corporation or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the Treasurer or in such manner as the Board of Directors from time to time may determine by resolution.

Section 4. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as Treasurer may select; provided, however, that this Section 4 shall not be construed as allowing the Treasurer to authorize the retention of any funds in any manner that would disqualify the Corporation under Section 501(c)(6) of the Code.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for any purpose of the Corporation; provided, however, that this Section 5 shall not be construed as allowing the Board of Directors to accept any gifts in any manner that would disqualify the Corporation under Section 501(c)(6) of the Code.

Section 6. Fiscal Year. The fiscal year of the Corporation shall end on the last day of December in each year unless the Board of Directors shall determine otherwise.

Section 7. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE XI AMENDMENTS

Section 1. Amendments. These Bylaws may be altered or repealed at any regular meeting of the Supporters, at any special meeting of the Supporters (if notice of such alteration or repeal be contained in the notice of such special meeting), or by the written consent of the Supporters in lieu of a meeting; provided, however, that in any event, no such amendment or repealer shall permit the addition or deletion of any provision the inclusion or absence of which, as the case may be, would cause the Corporation to disqualify under Section 501(c)(6) of the Code; provided, further, that any amendment to the Bylaws shall require the affirmative vote of the Class 1 Supporters, voting separately as a class.

Exhibit F



Domain registrars sue ICANN

By Declan McCullagh

http://news.com.com/Domain+registrars+sue+ICANN/2110-1025_3-1026076.html

Story last modified Tue Jul 15 15:51:00 PDT 2003

A coalition of companies that register domain names filed a lawsuit on Tuesday to block a plan that would give VeriSign control of expiring domains that end in .com and .net. The registrars said they filed suit in federal court in Los Angeles and are asking for a preliminary injunction against the Internet Corporation for Assigned Names and Numbers (ICANN).

ICANN approved the "Wait-Listing Service," which is backed by VeriSign, as a way to provide consumers and businesses with an orderly way to purchase expiring domains. Fearing their revenue would be affected, the registrars created the Domain Justice Coalition and also convinced a pair of House of Representatives legislators to introduce a bill that would block the proposed procedures from taking effect. The coalition charges that ICANN failed "to comply with its internal decision-making process requirements when it approved implementation of the (Wait-Listing Service) in the face of opposition from domain name registrars, resellers and consumers."

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Exhibit G



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- DOMAINS
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- RESELLERS
- LOGIN
- SUPPORT

Choose a Domain

www.

- Product Categories
- Top Level Domains
 - Domain Tools
 - Web Hosting
 - E-Mail

Industry News
News, consumer alerts and more.



UPDATE: REGISTRARS FORM DOMAIN JUSTICE COALITION IN OPPOSITION TO PROPOSED WLS
 Members of Coalition Support Fair, Transparent, and Competitive Internet Naming Act of 2003 introduce Representatives

- [Press Release: Registrars form Domain Justice Coalition; support legislation \(6/19/03\)](#)
- [Domain Justice Coalition fact sheet](#)
- [Summary of legislation: Fair, Transparent, and Competitive Internet Naming Act of 2003](#)
- [View the complete Fair, Transparent, and Competitive Internet Naming Act of 2003](#)

Read what the Press is saying about the proposed WLS.

[Cnet.com](#)

[WashingtonPost.com](#)

-- Background on the fight against WLS --

- [Dotster's position on WLS: Why it's bad for consumers and bad for the domain registration industry](#)
- [Request for review under the Independent Review Policy \(Sept. 9th 2002\).](#)
- [Dotster requests reconsideration of the Board's adoption of the WLS proposal \(Sept. 12th 2002\).](#)
- [Read Dotster's letter to ICANN President, Mr. Paul Twomey \(4/9/03\).](#)

For the latest discussion on WLS and how Dotster is challenging ICANN's decision, please visit www.icann.org

[Click here for a complete chronology of events leading up to the WLS decision.](#)

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NEWS RELEASE

Contact: Kim Bayliss
The Dutko Group
(202) 863-4209

REGISTRARS FORM DOMAIN JUSTICE COALITION IN OPPOSITION TO PROPOSED WAIT LISTING SERVICE (WLS) *Members of Coalition Support Fair, Transparent, and Competitive Internet Naming Act of 2003 Introduced in the U.S. House of Representatives*

WASHINGTON, D.C., June 20, 2003 – In response to VeriSign’s proposed domain name Wait Listing Service (WLS), a group of 15 leading domain name registrars and resellers have joined to form the Domain Justice Coalition. Coalition members believe the WLS system, which is promoted as a new way to manage the registration of expiring domain names, will threaten competition in this secondary market by recreating VeriSign’s past monopoly, and will increase prices and decrease service for consumers.

Members of the Domain Justice Coalition endorse legislation proposed on June 19 by Reps. Brian Baird (D-WA) and Jay Inslee (D-WA) of the U.S. House of Representatives. The bill, named the Fair, Transparent, and Competitive Internet Naming Act of 2003, asks the General Accounting Office (GAO) to conduct a study of the business practices of ICANN and of the Internet domain name system. Specifically, it requests that a moratorium be placed on any action regarding the WLS until the GAO has submitted a report of its study findings to Congress.

“The proposed WLS lacks support from the Internet community and is both anti-competitive and anti-consumer,” said Clint Page, Dotster president. “Dotster and all the member companies of the Domain Justice Coalition were alarmed and upset by ICANN’s decision to move forward with implementation of the WLS, despite these glaring facts. We are appreciative of the efforts of Representative Baird and Inslee’s offices, and hope that ICANN will take notice of this strong group of voices opposed to this service.”

- more -

Registrars Form Domain Justice Coalition in Opposition to Proposed Wait Listing Service (WLS) – 2

The Coalition believes ICANN's decision to move forward with the WLS is in violation of its consensus policy by ignoring the recommendations against the WLS made by its own task force committees assigned to review the system.

For more information on the WLS, please visit:

<http://www.dotster.com/common/content/wls/index.php>

About the Domain Justice Coalition

The Domain Justice Coalition, formed in March 2003, is comprised of domain name registrars and resellers who oppose the proposed Wait Listing Service (WLS). The Coalition shares the belief that the proposed WLS will harm competition in the secondary market for domain names; increase the cost of acquiring domain names for consumers; and add an unnecessary layer of bureaucracy to the process of acquiring expiring domain names without adding any measurable benefits to consumers.

The following registrars and resellers are members of the Coalition: 000Domains; BuyDomains.com/RareDomains.com; CommuniGal Communications Unlimited; Domain Systems; Dotster Inc.; eNameco; eNom; Fiducia; GoDaddy.com; Name Intelligence, Inc.; Parava Networks; Pool.com; Registration Technologies, Inc.; and TierraNet Inc.

####

Domain Justice Coalition

The Domain Justice Coalition is comprised of domain name registrars and resellers who oppose the proposed Wait Listing Service (WLS). Formed in March 2003, the Coalition shares the belief that the proposed WLS will: harm competition in the secondary market for domain names; increase the cost of acquiring domain names for consumers; and add an unnecessary layer of bureaucracy to the process of acquiring expiring domain names without adding measurable benefits to consumers. The Coalition is comprised of the following:

000Domains, Little Rock, AR
BuyDomains.com/Raredomains.com, Bethesda, MD
CommuniGal Communication Unlimited, Israel
Domain Systems, Pompano Beach, FL
Dotster, Vancouver, WA
Enameco, Houston, TX
eNom, Redmond, WA
Fiducia, Minden, NV
GoDaddy.com, Scottsdale, AZ
Name Intelligence, Inc., Bellevue, WA
Parava Networks, Houston, TX
Pool.com, Ottawa, Canada
Registration Technologies, Inc., Greenville, RI
TierraNet Inc./Domain Discover, San Diego, CA

Overview:

Competition in the domain name registration business had been very beneficial for all parties involved. It had led to lower prices, increased service and technological innovation as companies compete for Internet address registrations. A growing part of this business is the registration of "used" domains before they expire, known as the secondary domain name market. However, recently the non-profit organization overseeing the system, ICANN, approved a new domain name service that will grant Verisign, a single registrar, a monopoly in registering used names through the Wait Listing Service (WLS).

This decision will be detrimental to competition, and will result in hundreds of domain name registrars going out of business. ICANN's decision was made with little regard to public opinion and the Department of Commerce has taken little action to prevent this stifling constraint, potentially costing hundreds of small businesses their livelihood, jobs, and the money generated for local economies. Consumers will suffer from a restricted choice of registering an Internet address and there will be nothing in place to keep the prices from rising to unregulated monopoly levels.

A Coalition of affected companies has emerged to try and prevent ICANN from handing over these rights to VeriSign.

For more information, contact:

Kim Bayliss
kim.bayliss@dutkogroup.com
(202) 863-4209

Exhibit H



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- >United States
- >Canada
- >United Kingdom
- >Australia
- >Barbados

Register a Domain Name:

- .com .net .org .biz
- .info .cn .us .ca



About Momentous.ca

[OUR COMPANIES](#) [OUR PARTNERS](#)

Momentous.ca Corporation is a wholly owned Canadian business. It is responsible for facilitating the growth o range of Internet businesses. Situated in "Silicon Valley North", Momentous.ca Corporation has access to resou leading edge hardware experts, to top technical specialists for software design, to an experienced sales force.

These resources are allocated as needed to various corporations under the Momentous.ca Corporation umbrell. co-operative effort allows extremely fast response to changes within any one of these companies as all the sour be done "in-house" in place of researching and finding the correct staff after the fact. Momentous.ca Corporatio adding to its group and invites you to visit us again for further updates.

Our Companies

Zip.ca is Canada's leading online DVD service. This modern video store allows you to rent or buy DVDs online and enjoy the convenience of home delivery without the hassle of late fees and due dates. By joining Zip.ca you receive the benefit of always having movies in your home to view and when you return one title your next one is shipped to you. You can choose from the unique membership options available to meet your movie watching needs. Zip.ca members have access to the best selection in DVD titles, the best value for your membership and the best service.



Pool.com is one of the Internet's hottest new ventures, providing a suite of services that includes free backorders of .COM, .NET, .ORG, .INFO, .BIZ, .UK and .CA domains, free searches of over 100,000 expiring domains, a free Keyword Alert service and much more. Fresh uses of these domain names represent enormous potential for new registrants to attract traffic and create revenue. Pool.com has eliminated front fees, so customers are only charged when a domain is acquired. Pool.com partners with leading-edge Re other Internet-based organizations the world over to build an effective affiliate network.



The **Global Domain Name Exchange (GDNX)** transforms the business of buying and selling domain names t creating a single, online venue that standardizes common business practices. The GDNX operates like a financial Stock Exchange with registrars acting as members on behalf of their customers or registrants. Only GDNX members have the opportunity to participate in the Exchange.

An accredited ICANN Registrar, **Namescout.com** offers industry-leading customer service with its full suite of domain registration, web hosting and email services. Namescout.com was the world's first nar accredited dot-NAME Registrar and among the world's first accredited dot-US and dot-AU registrars. Registration for .com, .biz, .info, .net, .org, .au, .cn, .us, .uk and .name domain names is accessible through Ne

As Canada's first .ca accredited Registrar, **Internic.ca** spearheaded the development of the Canadian domain industry. Premium Customer Service combined with a full suite of domain registration, web hosting and email services, differentiates Internic.ca from other Registrars. With a client list including government agencies, law firms, financial institutions and packaged goods producers, Internic.ca remains an

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Domain name registration for .ca, .com, .biz, .info, .net, .org, .cn, .us and .name is accessible through Internic.ca

A CIRA accredited Registrar, **Domainsatcost.ca** offers low-cost do-it-yourself domain registration, as well as a variety of web hosting and email services. **Domainsatcost.ca** leads the way in making domain name registration and management easy and affordable for each and every Canadian. Domain registration for .ca, .com, .biz, .info, .net, .org, .us and .name is accessible through **Domainsatcost.ca**.

Hostmaster.ca is one of Canada's leading web hosting providers. They offer free setup for their affordable, stable and scalable web hosting solutions. **Hostmaster.ca**'s reliable services combine 128 Mbps of backbone, vigilant network monitoring and superior customer service. Individuals, businesses and organizations are able to create and maintain a successful Internet presence with **Hostmaster.ca**.

CVO.ca (Canadian Virtual Office) offers web hosting, email and DNS services to small businesses, organizations and individuals. Their virtual office services are safe, secure and dependable, with free and easy setup. **CVO.ca**'s goal is simple: to make it possible for anyone to develop and grow their online presence.

Privacy.ca allows .ca domain holders to protect their confidential contact information. When this service is activated, a domain holder's administrative and technical contact information is essentially "unlisted" for WHOIS searches. Instead contact information for **Privacy.ca** is displayed, so domain holders have control of the information published for their registered .ca domains. **Privacy.ca** works in partnership with and is available through **Internic.ca** and **Domainsatcost.ca**.

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Our Partners

Domain Authorities

- ICANN (The Internet Corporation for Assigned Names and Numbers)
- CIRA (Canadian Internet Registration Authority)
- auDA (.au Domain Administration Limited)

Domain Registries

- VeriSign
- Afilias
- Nominet
- GNR (Global Name Registry)
- AusRegistry Group
- PIR (Public Interest Registry)
- NeuStar
- NeuLevel

Strategic Partners

- Canada Post

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27,121 Dom
65,150 Dom

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Canada
K2E 8B7

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Fax: +1-613-221-1209

Customer Service Hours:

9 AM to 5:00 PM (EST)
Monday to Friday

Management Profiles

Robert Hall - Chairman

Mr. Hall is the Chairman of Pool.com. Mr. Hall is also the CEO of Momentous, which invests in and/or owns over \$30 million in annual revenues. Momentous companies include Zip.ca, Namescout.com (an accredited ICANN registrar), Internic.ca and DomainsAtCost.ca (accredited CIRA (.ca) registrars). Together these companies have individual and corporate customers. Mr. Hall is a recognized industry expert and has spoken many times before WIPO, ICANN, the US and Canadian Governments and various International police and justice organizations. He was the Canadian Governments "E-commerce and domain name taskforce". This taskforce produced the report on CIRA, the registry for the .ca domain. He was its founding chair in 1998 until 2000 when he resigned to focus on his businesses. Prior to founding Momentous, Mr. Hall was CEO and founder of Echelon Internet Corp. and Internet Ottawa based ISP that quickly grew to be one of the largest in the region, capturing over 30% of the Ottawa market. Mr. Hall merged with Hookup Communications and began trading on the Toronto Stock Exchange. Mr. Hall is a principal founder of the Canadian Association of Internet Providers (CAIP), the association that represents all Internet Service Providers in Canada. Mr. Hall held the position of Vice-Chair of CAIP and sat on its Board of Directors for its first 4 years. Mr. Hall hosted a radio show in 1995, and wrote a weekly column on the Internet for the Sun Publishing chain of newspapers for several years. Mr. Hall attended the University of Ottawa for Computer Science.

Taryn Naidu - President

Ms. Naidu is the President of Pool.com and has responsibility for operations. Prior to taking on his duties at Pool.com, Ms. Naidu worked as a web developer for Momentous.ca. Prior to Momentous.ca, Ms. Naidu worked as a Software Consultant at Tech Services Inc.(KATSI), a time-material consulting practice organized around three basic areas: Legacy Project consulting practice and ERP consulting practice. Katsi's Corporate office is located out of Plainsboro, NJ. Ms. Naidu has a Bachelor of Science degree in Computer Science, minor in Mathematics from the University of Regina in Regina, Saskatchewan.

Wayne MacLaurin - CTO

Mr. MacLaurin is the CTO for the Momentous Group of Companies, where he oversees IT and operations. Prior to joining Pool.com, Mr. MacLaurin was Vice President and General Manager for the NetWinder division of Rebel.com; an Ottawa based company focusing on Internet Appliances. Mr. MacLaurin is a co-founder and former President and CEO of Cytel, one of the largest Internet Service Providers in Ottawa. After selling Cyberus to Eisa.com in 1999, Mr. MacLaurin served as CTO of an Internet company as CTO. Mr. MacLaurin was one of the founders and a former Director of the Canadian Association of Internet Providers (CAIP). Mr. MacLaurin has appeared before the FTC, the Canadian Copyright Board and the Canadian Committee on Transportation and Telecommunications, on matters relating to Internet technology and policy. Mr. MacLaurin has a B.A.Sc. from the University of Ottawa in Electrical Engineering.

Joyce Corey - Accounting Manager

Ms. Corey is the Accounting Manager for Pool.com, with overall responsibility for accounting operations. Prior to joining Pool.com, Ms. Corey worked as Manager, Accounting for the Canadian Red Cross Society. Ms. Corey is responsible for accounting operations throughout the sale of the blood business and subsequent reorganization. Ms. Corey has 15 years of experience to Pool.com, primarily in the not-for-profit and public practice sectors. Ms. Corey is a member of the Chartered General Accountants of Ontario, and received a BBA at Bishop's University, in Lennoxville, Quebec.

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