

.POST SPONSORED TLD AGREEMENT

This SPONSORED TLD AGREEMENT (hereinafter the "Agreement") is entered into by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (hereinafter "ICANN") and the Universal Postal Union, a specialized agency of the United Nations, represented by the Director General of its International Bureau, having its headquarters at Weltpoststrasse 4, 3000 Bern 15, Switzerland (hereinafter the "UPU" or "Sponsor"). ICANN and the UPU may also be individually referred to as "Party", or collectively as "Parties".

ARTICLE I

INTRODUCTION

Section 1.1 Effective Date: The "Effective Date" for the purposes of this Agreement shall be the date on which the .POST TLD (as defined below) is delegated within the authoritative root server system to nameservers designated by Sponsor.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .POST (hereinafter the "Sponsored TLD").

Section 1.3 Designation as Sponsor. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN hereby designates the UPU as the sponsoring organization for the Sponsored TLD. ICANN hereby delegates to Sponsor the authority to develop policies for the Sponsored TLD consistent with the requirements of Section 3.1(g) of this Agreement and the provisions set forth in Appendix S of this Agreement.

Section 1.4 Registry Operator. Sponsor shall designate a Registry Operator that shall be responsible for the technical operations of the registry.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1

(a) Due Organization; Authorization and Execution by Sponsor. Sponsor is a specialized agency of the United Nations, represented by the Director General of its International Bureau, whose purpose is to secure the organization and improvement of the postal services, to promote in this sphere the development of international collaboration and to take part, as far as possible, in postal technical assistance sought by its member countries. Sponsor has all the requisite power and authority to enter into this Agreement. All organizational approvals and actions necessary for the entrance by Sponsor into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Sponsor.

(b) Statements made During Application Process. The factual statements contained in Sponsor's application for the Sponsored TLD, or made by Sponsor when negotiating this Agreement, were true and correct in all material respects at the time the application was submitted to ICANN and are true and correct in all material respects as of the date this Agreement is entered into set forth above.

Section 2.2 Due Organization; Authorization and Execution by ICANN. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All

corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

ARTICLE III

COVENANTS

Section 3.1 Covenants of Sponsor. Sponsor covenants and agrees with ICANN as follows:

(a) Preserve Security and Stability.

(i) ICANN Temporary Specifications or Policies. Sponsor shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Security or Stability (in each case, as defined below) of Sponsor Services, the Internet or the domain name system (DNS) ("Temporary Specifications or Policies"), as defined below. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 (ninety) days, the ICANN Board shall reaffirm its temporary adoption every 90 (ninety) days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Sponsor shall no longer be required to comply with or implement such temporary policy or specification.

(ii) Definitions.

Security: For the purposes of this Agreement, an effect on security shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data (as defined below), or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability: For purposes of this Agreement, an effect on stability shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments ("RFCs") sponsored by the Internet Engineering Task Force ("IETF"); or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on Registry Operator's delegated information or provisioning of services.

(b) Consensus Policies.

(i) At all times during the term of this Agreement, subject to the terms hereof and

Section 8.11 below, Sponsor will comply with and shall cause Registry Operator to implement all Consensus Policies found at <http://www.icann.org/general/consensus-policies.htm> as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN's Bylaws and as set forth below.

(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iii) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iii) below shall be considered a Consensus Policy for purposes of this Agreement.

(iii) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and Stability of Sponsor Services, the Internet or the DNS; (2) functional and performance specifications for the provision of Sponsor Services (as defined in Section 3.1(d)(iv) below); (3) Security and Stability of the registry database for the Sponsored TLD; (4) Sponsor policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation the following topics, except to the extent policy-development authority is expressly delegated to Sponsor as defined in Part II of Appendix S:

(A) principles for allocation of registered names in the Sponsored TLD (e.g., first-come first-served, landrush procedures, timely renewal, holding period after expiration);

(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) reservation of registered names in the Sponsored TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users; (b) intellectual property; or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);

(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;

(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a Sponsor, a Registry Operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and

(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

(iv) Sponsor shall be afforded a reasonable period of time following receipt of notice, sent by ICANN, of the establishment of a Consensus Policy or Temporary Specifications or Policies in which Sponsor is requested to comply with such policy or specification, taking into account any urgency associated with the Stability and Security of Sponsor Services, the Internet or the DNS. In the event of a conflict between Sponsor Services (as defined in Section 3.1(d)(iv) below), on the one hand, and

Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data.

(i) Data Escrow. Sponsor shall ensure that Registry Operator provides a data escrow or mirror site policy for the Registry Data compiled by Registry Operator upon instruction of the Sponsor. "Registry Data", as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC-related key material; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; and (5) the DNSSEC-related material necessary to sign the TLD zone (e.g., public and private portions of TLD zone key-signing keys and zone-signing keys). The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN, Sponsor (and, at the discretion of Sponsor, the Registry Operator) on commercially reasonable standards that are technically and practically sufficient to allow a successor sponsoring authority and its designated registry operator to assume management and operation of the Sponsored TLD, subject to the provisions contained in Section 6.5 below. To this end, Sponsor shall ensure that the Registry Operator periodically verifies the deposit into escrow of all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Sponsor and ICANN, such approval not to be unreasonably withheld by either Party. In addition, Sponsor shall ensure that the Registry Operator deposits into escrow the data collected from registrars as part of offering Sponsor Services introduced after the Effective Date of this Agreement. The escrow shall be maintained by a reputable escrow agent mutually approved by Sponsor and ICANN (at the Registry Operator's expense upon instruction of the Sponsor), such approval also not to be unreasonably withheld by either Party. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Sponsor (which neither Party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time among ICANN, Sponsor, Registry Operator and the escrow agent.

(ii) Personal Data. Sponsor shall ensure that Registry Operator notifies registrars sponsoring registrations in the registry for the Sponsored TLD of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Sponsor shall take and ensure Registry Operator takes reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Sponsor and Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person.

(iii) Bulk Zone File Access. Sponsor shall ensure that Registry Operator provides bulk access to the zone files for the registry for the Sponsored TLD to ICANN on a reasonable basis in the

manner ICANN may specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Sponsor (which consent neither Party shall unreasonably withhold).

(iv) Monthly Reporting. Within 20 (twenty) days following the end of each calendar month, Sponsor shall cause Registry Operator to prepare and deliver to ICANN a report providing such data in the format specified in Appendix 4. Sponsor shall ensure that Registry Operator allows ICANN to audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice to Sponsor, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator upon instruction of the Sponsor. In the latter event, Sponsor shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Sponsor-Level Fee payment due following the date of transmittal of the cost statement for such audit. For purposes of this section, a "material discrepancy or discrepancies" shall be a discrepancy or discrepancies that, in the singular for the aggregate, result in an understatement in excess of 5% of the fees owed to ICANN by Sponsor under Section 7.2.

(v) Whois Service. Sponsor shall ensure that Registry Operator provides such whois data as set forth in Appendix 5 and Part VI of Appendix S.

(d) Sponsor Operations.

(i) Registration Restrictions.

(A) Sponsor shall be responsible for establishing policies, in conformity with the Charter contained in Part I of Appendix S, for the naming conventions within the Sponsored TLD and for requirements of registration, consistent with Section 3.1(g).

(B) Sponsor shall be responsible for establishing procedures for the enforcement of applicable restrictions on registration within the Sponsored TLD, as described in more detail in the Charter contained in Part I of Appendix S. Procedures for challenges to names registered contrary to the requirements of the Charter shall conform to the requirements set forth in Appendix S. Furthermore, Sponsor shall be responsible for defining and establishing other relevant registration requirements and appropriate governance mechanisms for the Sponsored TLD, including but not limited to, as the case may be, mechanisms related to the enforcement and implementation of comprehensive Sponsor policies for the Sponsored TLD Community in order to ensure compliance with this Agreement and the Sponsor's commitments hereunder.

(C) Sponsor shall reserve, and not allow Registry Operator to register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD without the express consent of the relevant governments.

(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the Sponsored TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation minimum requirements for DNS services; operation of the shared registration system; and nameserver operations. Sponsor shall ensure that Registry Operator keeps technical and operational records sufficient to evidence compliance with such specifications for at least one year, which

records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.

(iii) Use of ICANN-Accredited Registrars. Sponsor shall ensure that all Sponsor Services offered by Registry Operator are provided through ICANN-accredited registrars, unless otherwise specified in Part VII of Appendix S.

(iv) Sponsor Services. Sponsor Services are, for purposes of this Agreement, defined as the following: (a) those services that are operations of Sponsor (or, upon instruction of Sponsor, of the Registry Operator) critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Sponsored TLD; dissemination of Sponsored TLD zone files; operation of the Sponsor zone servers; and dissemination of contact and other information concerning domain name server registrations in the Sponsored TLD as required by this Agreement; (b) other products or services that the Sponsor is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c) any other products or services that only Sponsor is capable of providing by reason of its designation as the Sponsor; and (d) material changes to any Sponsor Service within the scope of (a), (b) or (c) above.

(e) Fees and Payments. Sponsor shall pay the Sponsor-Level Fees to ICANN in accordance with Section 7.2 hereof.

(f) Cooperation. Sponsor shall cooperate with ICANN in efforts to promote and facilitate the security and stability of the Internet and maintain a reliable and stable DNS. To this end, Sponsor shall provide such data and assistance to ICANN as it may reasonably request from time to time, provided that Sponsor can legally provide such data and without measurable cost.

(g) General Obligations of Sponsor to Sponsored TLD Community. During the Term of this Agreement, Sponsor shall, in developing or enforcing standards, policies, procedures or practices within the scope of the UPU Acts, Regulations and/or policies with respect to the Sponsored TLD:

(i) publish such standards, policies, procedures, and practices so they are available to members of the Sponsored TLD community;

(ii) conduct its policy-development activities in a manner that reasonably provides opportunities for members of the Sponsored TLD community to discuss and participate in the development of such standards, policies, procedures, or practices;

(iii) maintain the representativeness of its policy-development and implementation process by maintaining procedures that facilitate participation by a broad cross-section of the Sponsored TLD community; and

(iv) ensure, through published UPU rules of procedure, adequate opportunities for members of the Sponsored TLD community to submit their views on and objections to the establishment or revision of standards, policies, procedures, and practices or the manner in which standards, policies, procedures, and practices are enforced;

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Sponsor as follows:

(a) Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

(b) Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Sponsor and/or Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

(c) TLD Zone Servers. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (i) the authoritative root will point to the TLD zone servers designated by Sponsor for the Sponsored TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Sponsor or the Registry Operator will be implemented by ICANN within 7 (seven) days of submission.

(d) Nameserver Changes. Sponsor upon request of Registry Operator may request changes in the nameserver delegation for the Sponsored TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within 7 (seven) calendar days of the submission.

(e) Root-zone Information Publication. ICANN's publication of root-zone contact information for the Sponsored TLD will include Sponsor and its administrative and technical contacts. Any request to modify the contact information for the Sponsor must be made in the format specified from time to time by ICANN.

ARTICLE IV

TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall be 10 (ten) years from the Effective Date (the "Expiration Date"). Sponsor agrees that upon the earlier of (i) termination of this Agreement by ICANN in accordance with Article VI below or (ii) the Expiration Date, it will cease to be the Sponsor for the Sponsored TLD, unless, with respect to termination under the foregoing clause (ii), Sponsor and ICANN agree on terms for renewal of the Agreement as set forth in Section 4.2 below prior to the Expiration Date.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the initial term set forth in Section 4.1 above, and following any renewal term, unless: (i) an arbitration panel has determined that Sponsor has been in fundamental and material breach of Sponsor's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 despite notice and an opportunity to cure in accordance with Article VI hereof and (ii) following the final decision of such arbitration panel, Sponsor has failed to correct the conduct found to constitute such breach. Provided, however, that Sponsor agrees that any renewal of this Agreement is conditioned on its negotiation of renewal terms acceptable to ICANN, including, but not limited to, provisions relating to Sponsor-level fees.

Section 4.3 Changes. While this Agreement is in effect, the Parties agree to engage in good faith negotiations at regular intervals (at least once every three calendar years following the Effective Date) regarding possible changes to the terms of the Agreement, including to Section 7.2 regarding fees and payments to ICANN; provided, however that a failure by Sponsor to agree to an increase in registry fees following such a good faith negotiation shall not constitute a violation of this provision.

Section 4.4 Failure to Perform in Good Faith. In the event Sponsor shall have been repeatedly and willfully in fundamental and material breach of Sponsor's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.2, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Sponsor to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then ICANN may request the arbitrators award a fixed

monetary sanction equivalent to one time (1x) the annual Sponsor Fee as provided for in Section 7.2(b) below.

ARTICLE V

DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

(a) Cooperative Engagement. In the event of a disagreement between Sponsor and ICANN arising under or out of this Agreement, either Party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either Party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Sponsor must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either Party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each Party will, within 7 (seven) calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such Party's behalf to resolve the dispute. The designated representatives shall, within 2 (two) business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location mutually agreed to within 7 (seven) calendar days after such initial telephone conference or meeting, at which meeting the Parties shall attempt to reach a definitive resolution. However, in the event that this dispute arises during a meeting of a permanent body of the UPU, the timeframe referenced above shall be extended to 15 (fifteen) calendar day following the conclusion of such meeting of a permanent body of the UPU. If the Parties cannot mutually agree on a location, Geneva, Switzerland, shall be the default location for such meeting. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both Parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the Parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language. If the Parties cannot mutually agree on a location, Geneva, Switzerland, shall be the default location for such meeting, only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each Party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing Party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their award. The decision of the arbitration panel shall be final and binding and no appeal to a court or any other jurisdiction shall be allowed. Furthermore, any party to this Agreement shall have the right to have recourse to and be bound by the pre-arbitral referee procedure of the International Chamber of Commerce in accordance with its Rules for a Pre-Arbitral Referee Procedure. The Parties acknowledge the importance of a prompt addressment of any such requests for a pre-arbitral referee procedure, and shall act as expeditiously as reasonably possible to appoint a referee, submit any required data to, or respond to such appointed referee as necessary; accordingly, the Parties shall request the referee to act as expeditiously as possible in issuing his/her order. Moreover, nothing in or relating to this Agreement or any of the activities described herein shall be deemed as a waiver, expressed or implied, of any of the privileges and immunities of the Sponsor.

Section 5.2 Specific Performance. Sponsor and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms.

Accordingly, the Parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each Party is entitled). The arbitrators shall have no authority to award consequential, incidental, indirect or punitive damages to either Party.

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Sponsor-Level Fees paid by Sponsor to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Sponsor's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees and monetary sanctions due and owing to ICANN under this Agreement. In no event shall either Party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement. Except as otherwise expressly provided in this agreement, Sponsor does not make any warranty, express or implied, with respect to the services rendered by itself, its servants, or its agents or the results obtained from their work, including, without limitation, any implied warranty of merchantability, non-infringement, or fitness for a particular purpose.

ARTICLE VI

TERMINATION PROVISIONS

Section 6.1 Termination by ICANN.

(a) ICANN may terminate this Agreement if Sponsor fails to cure any fundamental and material breach of Sponsor's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.2 despite notice and an opportunity to cure in accordance with Section 6.4 after ICANN gives Sponsor written notice of the breach, which notice shall include with specificity the details of the alleged breach.

(b) ICANN may terminate this Agreement pursuant to Section 8.11.

Section 6.2 Termination by Sponsor. Sponsor may terminate this agreement and its designation as Sponsor for the TLD pursuant to 60 (sixty) days prior notice in writing to ICANN, and subject to compliance with section 6.5 hereof.

Section 6.3 Bankruptcy. This Agreement shall automatically terminate in the event Sponsor shall voluntarily or involuntarily be subject to bankruptcy proceedings and such proceeding is not dismissed within 60 (sixty) days.

Section 6.4 Notice; Opportunity to Cure. This Agreement may be terminated in the circumstances described in Section 6.1(a) above only following written notice to Sponsor and Sponsor's failure to cure within 30 (thirty) days or such other reasonable prescribed time period, with Sponsor being given a reasonable opportunity during that time to initiate arbitration under Section 5.1(b) to determine the appropriateness of termination under this Agreement. In the event Sponsor initiates arbitration concerning the appropriateness of termination by ICANN, Sponsor may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay.

Section 6.5 Transition. Upon termination of this Agreement as provided in Sections 6.1 and 6.2, the Parties agree to consult each other and work cooperatively to facilitate and implement the transition of the sponsorship for the Sponsored TLD in accordance with this Section 6.5, fully taking into account the interests of the global postal service community. In the event ICANN determines to select

another party to serve as a successor sponsoring authority for the Sponsored TLD following termination of this Agreement, and provided Sponsor grants ICANN authorization for such a transition to a successor sponsoring authority, Sponsor shall agree to provide ICANN or such successor sponsoring authority designated for the Sponsored TLD with any data regarding operations of the Sponsor for the Sponsored TLD necessary to maintain operations that may be reasonably requested in addition to data escrowed in accordance with Section 3.1(c)(i) hereof. Nevertheless, in case such authorization is not granted by Sponsor for transition of the Sponsored TLD, any Registry Data related to the Sponsored TLD shall be duly returned to Sponsor, unless otherwise agreed upon by the Parties.

Section 6.6 Rights in Data. The Parties recognize and acknowledge that ownership of the Registry Data during the effective term of this Agreement shall remain with the Sponsor at all times. Thereafter, Sponsor shall assign any such ownership rights (including intellectual property rights, as the case may be) in such Registry Data to ICANN. In the event that during the term of this Agreement any Registry Data is released from the escrow established pursuant to Section 3.1(c)(i) of this Agreement, any intellectual property rights held by Sponsor in the Registry Data will automatically be licensed on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN. The Parties acknowledge and agree that the provisions contained in this Section shall not apply to any independently-created intellectual property rights in such data (i.e., of the Sponsor, Sponsor's member countries or other third parties) under other applicable laws or regulations, as the case may be. Furthermore, the provisions contained herein shall not constitute an obligation for Sponsor to commit a breach of its own Acts or Regulations, or force any of Sponsor's member countries to commit a breach of domestic or supranational laws or regulations concerning intellectual property rights. Sponsor shall equally ensure the inclusion, in its registry agreement with Registry Operator, of provisions equivalent to those of this Section, in order to ensure that Registry Operator is not entitled to claim any intellectual property rights in Registry Data in accordance with the conditions contained herein.

Section 6.7 No Reimbursement. Any and all expenditures, capital investments or other investments made by Sponsor in connection with this Agreement shall be at Sponsor's own risk and ICANN shall have no obligation to reimburse Sponsor for any such expense, capital expenditure or investment. Sponsor shall not be required to make any payments to a successor sponsoring authority by reason of Sponsor fees paid to Sponsor prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the sponsorship of the Sponsored TLD.

ARTICLE VII

SPECIAL PROVISIONS

Section 7.1 Sponsor-Registrar Agreement.

(a) Access to Sponsor Services. Sponsor shall make access, or ensure that Registry Operator makes access to Sponsor Services, including the shared registration system, available to ICANN-accredited registrars. The criteria for the selection of Registrars shall be set forth in Appendix S, Part V. Following execution of the Sponsor-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Sponsor Services shall be granted to ICANN-accredited registrars, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:

(i) All registrars connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;

(ii) Registry Operator has, upon instruction of Sponsor, made the current version

of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;

(iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's and Sponsor 's website;

(iv) All registrars have the same level of access to Registry Operator and Sponsor resources to resolve disputes relating to Sponsor Services and other technical and/or administrative customer service issues;

(v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's web and ftp servers;

(vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator upon instruction of the Sponsor; and

(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

(b) Revisions. Agreements entered into with ICANN-accredited registrars may be revised by Sponsor from time to time; however, any such revisions must be approved by ICANN and shall be provided to ICANN sufficiently in advance of implementation in order to allow for ICANN's review and comment. The approval of such revisions shall not be unreasonably withheld by ICANN.

(c) Sponsor Shall Not Act as its Own Registrar. Sponsor shall not act as a registrar with respect to the Sponsored TLD. This shall not preclude Sponsor from registering names within the Sponsored TLD to itself through a request made to an ICANN-accredited registrar or as otherwise permitted under Part VII of Appendix S.

(d) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Sponsor shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.

Section 7.2 Fees to be Paid to ICANN.

(a) Payment Schedule. Sponsor shall pay the fees specified in Sections 7.2(b) below, by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN.

(b) Sponsor Fees. Sponsor shall pay ICANN a Sponsor-Level Fee equal to (i) the Sponsor Fixed Fee of US\$6,250 per calendar quarter and (ii) the Sponsor-Level Transaction Fee. The Sponsor-Level Transaction Fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US\$0.25, provided, however that the Sponsor-Level Transaction Fee shall not apply until and unless more than 50,000 domain names are registered in the TLD and shall apply thereafter to each Transaction.

(c) Interest on Late Payments. For any payments 10 (ten) days or more overdue, Sponsor shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted

by applicable law.

Section 7.3 Tax Exemption.

(a) As a specialized agency of the United Nations system, the UPU is exempted from all direct taxes, customs duties on imported or exported articles and publications, internal revenue taxes, communications taxes and, as the case may be, any other indirect or excise tax as determined by applicable treaties and regulations in this regard.

(b) Accordingly, ICANN invoices shall not include any amount representing such taxes or duties, and shall constitute the full amount to be paid by the UPU. The UPU shall bear no liability whatsoever on any taxes, duties or any other contributions due by ICANN in relation to the execution of this Agreement.

Section 7.4 Sponsor-Registry Operator Agreement. Upon request to Sponsor, ICANN shall be entitled to have access to the contents of the registry agreement between Sponsor and Registry Operator (as well as any revisions thereof), in order to allow for ICANN's information and comment on provisions concerning rights and responsibilities of Registry Operator as related to this Agreement. Without prejudice to the rights and obligations of the Parties under this Agreement, the provisions of this Section shall not be construed as an obligation on Sponsor to submit any agreement between Sponsor and Registry Operator for formal approval by ICANN.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Indemnification of ICANN. Without prejudice to any of the privileges and immunities of Sponsor as a specialized agency of the United Nations system, Sponsor shall endeavor its best efforts to cooperate with ICANN in order to ensure that ICANN does not incur any costs associated with claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) any of the Sponsor's contractual responsibilities related to Sponsor's entry into this Agreement; (b) Sponsor Services; (c) collection or handling of Personal Data by Sponsor or on Sponsor's behalf; (d) any dispute concerning registration of a domain name within the domain of the Sponsored TLD for the Sponsor; and (e) specific duties and obligations of Sponsor in operating the Sponsored TLD; provided that Sponsor shall not be compelled to endeavor such best efforts and cooperate with ICANN to the extent those claims, damages, liabilities, costs or expenses arise from a breach, by ICANN, of any of its obligations contained in this Agreement. Nothing in this Section 8.1 shall be interpreted as requiring Sponsor to reimburse or otherwise indemnify ICANN for any costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the Parties' respective obligations under this Agreement. Furthermore, this Section 8.1 shall not apply to any request for attorney's fees in connection with any arbitration between or among the Parties as described in Article V of this Agreement.

Section 8.2 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Sponsor and ICANN.

Section 8.3 Use of ICANN Name and Logo. ICANN grants to Sponsor a non-exclusive royalty-free license to state that it is designated by ICANN as the Sponsor for the Sponsored TLD and to use a logo specified by ICANN to signify that Sponsor is an ICANN-designated sponsoring authority. This license may not be assigned or sublicensed by Sponsor.

Section 8.4 Use of UPU Emblem, Name and Initials.

(a) Unless expressly authorised by Sponsor, ICANN (including its agents, employees and subcontractors) shall not advertise the fact that it is performing, or has performed, work or services for the UPU or the United Nations, or use the name, emblem or official seal of the UPU or the United Nations or any abbreviation of the name of the UPU or the United Nations in connection with its business for purposes of commercial advantage or goodwill (including advertising purposes). The obligations in this section shall not lapse upon termination of this Agreement.

(b) Notwithstanding the foregoing and strictly for the duration of this Agreement, Sponsor authorizes ICANN to use Sponsor's name, emblem or abbreviation of the name of the UPU solely in connection with ICANN's performance under this Agreement in its role of technical coordination of the Internet name and numbering system, including, without limitation, the posting of this Agreement and related documents on ICANN's website, and any communication announcing the execution of this Agreement and the delegation of the TLD.

Section 8.5 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other Party to assume the assigning Party's obligations under this Agreement. Moreover, neither Party may assign this Agreement without the prior written approval of the other Party. Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation or equivalent entity organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U.S. Department of Commerce, as the same may be amended from time to time. Sponsor must provide notice to ICANN of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Sponsor hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.

Section 8.6 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the Party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Sponsor to any non-party to this Agreement, including any registry operator, registrar or registered name holder.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate Party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that Party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the Party within 30 (thirty) days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within 2 (two) business days. Whenever this Agreement shall specify a URL address for certain information, Sponsor shall be deemed to have been given notice of any such

information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the Parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649
Attention: President and CEO
With a Required Copy to: General Counsel
Email: as specified from time to time

If to Sponsor, addressed to:

Universal Postal Union
Weltpoststrasse 4
3000 Bern 15
Switzerland
Phone +41 31 350 3111
Fax +41 31 350 3110
Attention: Director General of the International Bureau of the UPU
With a Required Copy to: Director of Legal Affairs and Ethics Office
Email: as specified from time to time

Section 8.9 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Provisions Relating to the Sponsor as a Specialized Agency of the United Nations.

(a) ICANN acknowledges that the Sponsor is a specialized agency of the United Nations subject to public international law, including the UPU Acts and Regulations and other international treaties applicable to the Sponsor (such public international law, acts, regulations and treaties collectively hereinafter the "Applicable Laws"). Nothing in this Agreement and its related Appendices shall be construed or interpreted to require the Sponsor or its member countries to violate Applicable Laws or prevent compliance therewith. The Parties agree that the Sponsor's compliance with Applicable Laws shall not constitute a breach of this Agreement.

(b) In the event the Sponsor determines that any provision of this Agreement and its related Appendices, or any decisions or policies of ICANN referred to in this Agreement, including but not limited to Temporary Specifications or Policies and Consensus Policies (such provisions, specifications and policies, collectively hereinafter, "ICANN Requirements"), may conflict with or violate Applicable Law (hereinafter, a "Potential Conflict"), the Sponsor shall provide detailed notice (a "Notice") of such Potential Conflict to ICANN as early as possible and, in the case of a Potential Conflict with a proposed Consensus Policy, no later than the end of any public comment period on such proposed Consensus Policy. In the event the Sponsor determines that there is Potential Conflict between a proposed

Applicable Law and any ICANN Requirement, the Sponsor shall provide detailed Notice of such Potential Conflict to ICANN as early as possible and, in the case of a Potential Conflict with a proposed Consensus Policy, no later than the end of any public comment period on such proposed Consensus Policy.

(c) ICANN shall ensure that any such Notice is duly reviewed by ICANN. As soon as practicable following such review, the Parties shall attempt to resolve the Potential Conflict by cooperative engagement pursuant to the procedures set forth in Section 5.1(a). In addition, the Sponsor shall use its reasonable efforts to eliminate or minimize any impact arising from such Potential Conflict between Applicable Laws and any ICANN Requirement (including through action taken by the Chairmen of the Council of Administration and Postal Operations Council through the authority granted pursuant to Article 13 of the Rules of Procedure of the Council of Administration and Article 16 of the Rules of Procedure of the Postal Operations Council, respectively). If, following such cooperative engagement, the Sponsor determines that the Potential Conflict constitutes an actual conflict between any ICANN Requirement, on the one hand, and Applicable Laws, on the other hand, then ICANN shall waive compliance with such ICANN Requirement (provided that the Parties negotiate in good faith on a continuous basis to mitigate or eliminate the effects of such non-compliance on ICANN) unless ICANN reasonably and objectively determines that the failure of the Sponsor or the Registry Operator to comply with such ICANN Requirement would constitute a threat to the Security and Stability of Sponsor Services, the Internet or the DNS (hereinafter, an "ICANN Determination"). Following receipt of notice by the Sponsor of such ICANN Determination, the Sponsor shall be afforded an opportunity to allow its member countries to adopt proposals to resolve, as a matter of urgency, such conflict with an Applicable Law at the next possible meeting or occurrence where such decisions may be taken by the Sponsor, in conformity with the Rules of Procedure of the UPU bodies concerned. In this regard, following receipt of notice by Sponsor of an ICANN Determination, the Sponsor shall promptly give notice to ICANN of the date of the next possible meeting or occurrence where member countries may decide on proposals to resolve the conflict with an Applicable Law. If, upon the next possible meeting or occurrence, the conflict with an Applicable Law is not resolved to ICANN's complete satisfaction, the Sponsor shall have the option to submit, within 10 (ten) days after non-resolution of the conflict, the matter to binding arbitration as defined in subsection (d) below. If during such 10 (ten) day period Sponsor does not submit the matter to arbitration pursuant to subsection (d) below, ICANN may, upon notice to the Sponsor, terminate this Agreement with immediate effect.

(d) If the Sponsor disagrees with an ICANN Determination, the Sponsor may submit the matter to binding arbitration pursuant to the provisions of Section 5.1(b), except that the sole issue presented to the arbitrators or the pre-arbitral referee, as applicable, for determination will be whether or not ICANN reasonably and objectively reached the ICANN Determination. For the purposes of such arbitration, ICANN shall present evidence to the arbitrators or pre-arbitral referee, as applicable, supporting the ICANN Determination. If the arbitrators or pre-arbitral referee, as applicable, determine that ICANN did not reasonably and objectively reach the ICANN Determination, then ICANN shall waive Sponsor's compliance with the subject ICANN Requirement. If the arbitrators or pre-arbitral referee, as applicable, determine that ICANN did reasonably and objectively reach the ICANN Determination, then, upon notice to the Sponsor, ICANN may terminate this Agreement with immediate effect.

(e) The Sponsor hereby represents and warrants that, to the best of its knowledge as of the date of execution of this Agreement, no existing ICANN Requirement conflicts with or violates any Applicable Law.

(f) Notwithstanding any other provision of this Section 8.11, following an ICANN Determination and prior to a finding by an arbitrator or pre-arbitral referee pursuant to subsection (d) above, ICANN may, subject to prior consultations with the Sponsor, take such reasonable technical

measures as it deems necessary to ensure the Security and Stability of Sponsor Services, the Internet and the DNS. These reasonable technical measures shall be taken by ICANN on an interim basis, until the earlier of the date of conclusion of the arbitration procedure referred to in subsection (d) above or the date of due resolution of the conflict with an Applicable Law, and shall in no way modify any provision of this Agreement or its Appendices, or infringe upon the rights of the Sponsor provided by such provisions. In case the Sponsor disagrees with such technical measures taken by ICANN, the Sponsor may submit the matter to binding arbitration or a pre-arbitral referee, as applicable, pursuant to the provisions of Section 5.1(b) above.

Section 8.12 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the Parties hereto pertaining to the operation of the Sponsored TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the second date written below.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

Rod Beckstrom
Chief Executive Officer

Date:

UNIVERSAL POSTAL UNION

Edouard Dayan
Director General of the International Bureau of the UPU

Date: