REGISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made the   day of   2000

BETWEEN

(1)   **RegistryCo.** a company incorporated under the laws of the state of Delaware, USA, the principal place of business of which is
                                   ("Registry") and

(2)   [   ] a company incorporated under the laws of [   ], the principal place of business of/registered office address for] which is [   ] ("Registrar").

RECITALS

A   Registry is the exclusive registry for the Internet Top Level Domain ("TLD") known as the .tba domain (the "Domain") pursuant to an agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN").

B   Registry has developed a multiple registrar shared registration system (the "dotSRS") to facilitate the registration of internet domain names for TLDs in respect of which Registry operates and maintains TLD servers and zone files.

C   Registrar wishes to accept applications for initial second-level .tba domain name ("Domain Name") registrations ("Applications") and annual renewals of registrations ("Renewals") from registrants ("Registrants") for submission to Registry for processing through the dotSRS.

THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, IT IS HEREBY AGREED as follows:

1.   Domain Name Registration. The initial registration period for a second-level domain name registration in the Domain (a "Domain Name Registration") shall be one (1) year and each subsequent renewal period for a Domain Name Registration shall be for between one (1) year and twenty (20) years, subject to the terms and conditions of Registry's registration agreement ("Registration Agreement") and policies, including amendments and modifications thereto, (collectively, "Registry Policies") current copies of which are available for inspection at the Registry web site located at www._____ (the "Registry Site"). Each potential Registrant must accept the terms and conditions of the Registration Agreement in order to register a Domain Name. Registrar may require Registrants using its services to agree to additional terms and

conditions, provided that such additional terms and conditions do not conflict with this Agreement and the provisions of the then current Registration Agreement and Registry Policies. During the term of its Registration Agreement, each Registrant shall be the exclusive registrant of the Domain Name it successfully registers with Registry.

2. Obligations of Registrar.

2.1 Registrar shall:

a. Use commercially reasonable efforts to procure new Registrants and provide service to potential Registrants and Registrants who wish to register Domain Names or renew Domain Name Registrations;

b. Offer the Registration and Renewals of Domain Names on its web site(s) located at [www.yoursite.com] (collectively, the "Registrar's Sites");

c. Employ in its registration business Registry's domain name query or "whois" functionality to determine whether a domain name is currently available or unavailable for registration;

d. Serve as a Registrant's customer service representative with respect to its Domain Name Registration, providing services such as customer service, billing and technical support;

e. Accept and submit to Registry Domain Name Applications and Renewals for processing through the dotSRS in accordance with procedures mutually agreed to by the Parties (and in default of such agreement as reasonably specified by Registry from time to time) and the Registry Policies and submit all data elements as specified in the interface to the dotSRS for entry in the registry, and comply with all other terms or conditions established by Registry or ICANN from time to time to assure sound operation of the dotSRS promptly upon notice from Registry, either directly or by publication on the Registry Site;

f. Acknowledge 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 Registry records shall control;

g. Employ necessary hardware, employees, contractors or agents with sufficient technical training and experience to respond to and fix any technical problems concerning such hardware or the use of the dotSRS in conjunction with Registrar's systems. The Registrar also agrees that in the event of significant degradation of the dotSRS, or at any time deemed necessary by Registry, Registry may, in its sole discretion, temporarily suspend access to the dotSRS;

h. Promptly and properly invoice and promptly collect the initial registration fees, annual registration fees and renewal fees from its Registrants, in accordance with

2

the terms of this Agreement, pursuant to procedures mutually agreed upon by the Parties and the Registry Policies (and in default of such agreement as reasonably specified by Registry);

i.   Provide Registrant with a means for reviewing and accepting Registry's Registration Agreement and Registry Policies;

j.   Inform each of its Registrants when its Domain Name Registration is up for renewal at least thirty (30) days prior to the end of the term of the Registration Agreement; and

k.   Ensure that each transmission by it or transaction conducted by it relating to Domain Name registrations, renewals, modifications, communications and cancellations shall be authenticated or encrypted using such protocol as required by Registry, which protocol may be updated or modified from time to time on reasonable notice to Registrar. Each Party agrees to employ adequate security measures to ensure that data exchanged between Registry and Registrar is protected to avoid unintended disclosure of information and each Party shall promptly inform the other Party if such Party detects any hacking, crawling, compromised passwords or other security breach.

3.   Obligations of Registry.

3.1   Registry shall:

a.   Operate the dotSRS throughout the Term of this Agreement and provide the Registrar with access to the dotSRS, enabling the Registrar to query and to transmit Applications and Renewals of registered Domain Names to the dotSRS according to technical specifications provided by Registry;

b.   Provide to Registrar software (the "Software") and/or a set of technical specifications making up the Application Program Interface (the "API"), which will enable the Registrar to develop its system to facilitate the registration of Domain Names using the dotSRS;

c.   Process Applications and Renewals of Domain Names that have been properly procured and submitted by Registrar, provided that final acceptance of all Applications and Renewals shall be made by Registry in its sole discretion.

d.   Have the right, in its sole discretion, to: (i) register, modify and renew Domain Names other than Domain Names registered by Registrants procured by Registrar; (ii) cancel Domain Name Registrations in accordance with Registry's Policies as they may be modified from time to time; (iii) change Registry's domain name servers associated with any Domain Name; and (iv) change the IP address for any Domain Name hosted on Registry's domain name servers;

e.   Inform Registrar by e-mail or other reliable means of the renewal dates of its Registrants' Domain Names. Registry will use its commercially reasonable efforts to provide at least sixty (60) days notice before the Domain Name Registration expires. If any Domain Name Registration expires, Registry will notify Registrar and provide a thirty (30) day grace period for the Domain Name Registration to be reinstated before deleting the Domain Name Registration;

f.   Direct the Registrant to contact Registrar directly if Registry knowingly receives an Application, Renewal or other inquiry or communication directly from a Registrant procured by Registrar.

4.   <u>License.</u>

a.   Subject to the terms and conditions of this Agreement, Registry hereby grants Registrar and Registrar accepts, for the term of this Agreement, a non-exclusive non-transferable, worldwide limited license to use the Software and a non-exclusive, non-transferable, worldwide limited license to use the API. Such licenses shall be used solely to enable Registrar to conduct the business of domain name registration in the TLD through Registry on behalf of Registrants in accordance with the terms of this Agreement, and for no other purpose. Registry may from time to time make modifications to the Software and the API licensed hereunder that will enhance functionality or otherwise improve the dotSRS and the terms of this Agreement shall apply equally thereto.

b.   Limitations on Use: Notwithstanding the foregoing, Registrar shall not without the prior written consent of Registry:

      i. Sublicense or transfer to any other party any rights or obligations in respect of the API or Software or permit or authorise any use of the API or Software by any party other than Registrar,

      ii.   Publish, distribute, copy (except for backup purposes), or permit disclosure of the API or Software other than as necessary for Registrar to perform its obligations hereunder,

      iii.   Decompile, reverse engineer or re-engineer the API or Software for any unauthorized purpose, or

      iv.   Use or authorise or permit the use of the API or Software in violation of any international, country, federal, state or local rule, regulation or law, or for any unlawful or unauthorised purpose.

c.   Spam and Data mining: Registrar agrees to employ adequate security measures to prevent use of the API and Software for:

      i.   The transmission of bulk unsolicited email;

ii.   High volume, repetitive queries to the Registry for the purpose of extracting data from domain name registration records or accounts to be used for Registrar's or any third party's use; or

iii.   The use of data from domain name registration records or accounts to aggregate, compile, or identify customer identity, demographics or other statistical information.

5.   Domain Name Registration Fee. Registrar agrees to pay Registry the non-refundable about of __U.S. Dollars for each approved Application and Renewal of a Domain Name. Registry reserves the right to adjust the Domain Name Registration Fee on thirty (30) days prior notice to Registrar, provided that such adjustments are consistent with Registry's agreement with ICANN, and that such adjustments are applicable to all registrars of the TLD.

6.   Payments. For all Domain Names registered by Registrar, Registrar shall transfer to Registry by certified bank check or wire transfer, or as otherwise directed by Registry, in U.S. currency all Domain Name Registration Fees, (without deduction - whether transfer charges, bank fees or otherwise), on a monthly basis and within thirty (30) days following the end of each such month. At any time after the first month that Registrar begins accepting Registrations, Registry shall have the right to immediately require, and Registrar agrees to promptly provide, Registry with a letter of credit acceptable to Registry substantially in the form of Exhibit 6(a) attached hereto. Such letter of credit shall be in the amount of the fees payable by Registrar to Registry during the preceding month and may be modified in succeeding months on Registry's request. In the event Registrar fails to provide the letter of credit or modification as requested within fourteen (14) days of the initial request, Registry reserves the right to immediately suspend Registrar's registration rights until the letter of credit or modification is provided. In the alternative, Registrar shall transfer to Registry by certified bank check or wire transfer, in U.S. currency an amount equal to the value of the total fees payable based upon Registrar's estimate of its first month's volume of Domain Name Registrations (the "Registration Fund"). Each month thereafter, Registry shall credit against the prevailing balance of the Registration Fund the value of fees payable by Registrar to Registry for the immediately preceding month. When the total value of sums credited against the Registration Fund amount to 25% of the original amount of the Registration Fund, Registry will make reasonable efforts to notify Registrar of the need to replenish the Registration Fund to the greater of the original amount or the value of Domain Name registration fees payable based on Registrar's then-current monthly registration volume. If the value of the sums credited against the Registration Fund exceed the value of the Registration Fund further registration will not be allowed and no further registrations processed until such time as Registrar replenishes the Registration Fund in the manner set out in this Agreement. Amounts must be transferred by Registrar to the Registration Fund at least three (3) business days prior to commencement of registration by Registrar. Funds should be transferred to:

Account Name:
Account Number:
Beneficiary Bank Name:
Beneficiary Bank Address:

Beneficiary Bank ID

Registry will notify Registrar and confirm receipt of the Registration Fund. In the event of termination or expiration of this Agreement, Registry will refund any unused amounts in the Registration Fund to Registrar within thirty (30) days of receipt of written notice and a valid invoice therefor.

b.   Within seven days of the end of each month of the Term Registrar shall provide to Registry a report showing for the immediately preceding month the number of Applications, the number of Renewals, and the gross value of the Registry Domain Name Registration Fees in respect of such Applications and Renewals.

c.   In the event of a credit card charge-back or uncollected payment, Registrar will notify the Registrant that its Domain Name Registration will be cancelled unless the Registrant delivers payment by certified check, cashier's check or other form of guaranteed payment within five (5) days of the notice. If such payment is not made, the Domain Name Registration and the Registrant's rights to the Domain Name will be terminated and the Domain Name shall be available for registration by others. In such event, if applicable, Registry will refund to Registrar the amount of the Registry Domain Name Registration Fee paid by Registrar to Registry for the applicable term.

d. Registry may conduct an audit of Registrar's business to ensure compliance with the terms of this Agreement. Any such audit shall be conducted upon reasonable notice to Registrar and shall not unreasonably interfere with Registrar's business activities. If an audit reveals that the Registrar has underpaid Registry in excess of five percent (5%) of the applicable fees paid, then Registrar shall pay Registry's reasonable costs of conducting the audit, in addition to the underpaid fees.

7.   Registrant Information. All information obtained from a Registrant with respect to the Registrant's Application and Renewal, except the Registrant's credit card information, ("Registrant Information") shall be jointly owned by and available to Registry and Registrar. Registrar shall be the sole owner of the Registrant's credit card information in accordance with applicable law and credit card issuer rules, regulations and agreements. Each Party will treat the Registrant Information consistent with such Party's privacy policy. Notwithstanding the foregoing, Registrar acknowledges and agrees that the Registrar shall have no right, title or interest in and to the data elements in the TLD zone files, which data elements consist of the Domain Name registered, the IP addresses of nameservers and the identity of the registering registrar.

8.   Indemnification. Registry shall indemnify, defend and hold harmless Registrar from and against any third party claims, actions, damages and liability caused by Registry's breach of its obligations under Agreement, including, without limitation, claims that any Domain Names registered or renewed by Registry have been previously registered in the Domain, and claims from Registrants where such claims are a result of Registry's actions, but not including claims arising from the actions or omissions of Registrar. Registrar shall indemnify, defend and hold harmless Registry from and against any third party claims, actions, damages and liability arising from the services or obligations of Registrar hereunder or Registrar's breach of this

Agreement. The obligation of each party to indemnify shall be subject to an obligation on the other: (a) to provide the indemnifying party with prompt written notice of any claim, demand or action as well as reasonable cooperation and assistance in its defense (at no extra cost to the indemnifying party save for reasonable out of pocket expenses incurred by the indemnified party in connection therewith); (b) not to make or have made any admissions or statements which might be prejudicial to the defense of the claim; and (c) to allow the indemnifying party full and complete control of the defense and settlement of the claim.

9. Term and Termination. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless earlier terminated in accordance with the terms hereof (the "Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the renewal date (the "Term"). In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the other party, unless the non-breaching party cures such breach within said thirty (30) day period. Either Party may also terminate this Agreement for convenience at any time by providing thirty (30) days prior written notice to the other party. Upon the effective date of the termination, Registrar shall pay Registry all payments owed hereunder for Applications and Renewals that have been received as of the effective date of termination. Upon and after the effective date of the termination, if Registrar receives an Application, Renewal or other inquiry or communication from a Registrant, Registrar will direct the Registrant to contact Registry directly and all existing Registrants will cease to be customers of Registrar as of the effective date of termination. Registrar will (a) transfer all data regarding Registrants deemed necessary by Registry [or another registrar of the TLD] to maintain the Domain Name Registrations, and (b) either return or certify to Registry the destruction of all Software, API, related documentation and copies of the foregoing, it has made or received under this Agreement. Except as set forth in this Section 9, upon termination of this Agreement, Registrar will have no further obligations to Registry hereunder.This Section 9 shall survive the termination of this Agreement.

10. Compliance. Registrar acknowledges that Registry's activities as a r registry are subject to oversight by third parties, including without limitation, the rules, regulations and policies of the IANA, the Internet Corporation for Assigned Names and Numbers ("ICANN") and the U.S. Department of Commerce (collectively the "Regulations"). Notwithstanding anything to the contrary herein, Registry reserves the right to modify the respective obligations of the Parties hereunder in order to comply with the Regulations. Registrar shall comply with all rules, regulations, directives and legislation applicable to its performance and obligations under this Agreement.

11. Confidentiality.

a. The Parties agree and acknowledge that each Party has and will have access to certain of the other Party's Confidential Information (as defined below). Accordingly, the Parties agree that, during the Term of this Agreement and thereafter, each Party shall restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know such Confidential Information and shall not disclose the other Party's Confidential Information to any party without prior written approval of the other Party.

b.   Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other Party if required to do so by ICANN, by law or in a judicial or other governmental investigation proceeding, provided the other Party has been given prior written notice.

c.   As used in this Agreement the term "Confidential Information" refers to (i) the terms and conditions of this Agreement; (ii) each Party's trade secrets, business plans, strategies, opportunities, methods, protocols and practices; and (iii) other information relating to either Party that is not generally known to the public, including but not limited to information about either party's personnel and customers.

d.   Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain other than in breach of this Agreement; (ii) information that is known to either Party prior to receipt from the other Party under this Agreement from its own independent sources; (iii) information that either Party receives from any third party having a legal right to transmit such information; and (iv) information independently developed by either Party's employees or agents who had no access to the Confidential Information received hereunder.

12.   Use of Marks. Neither Party shall use the other Party's name, trademarks, service marks or logos (collectively, the "Marks") in any manner whatsoever, including in advertising and promotional materials or in any communications with third parties, without the other Party's prior written permission. When permission to use a Party's Marks is granted, the using Party shall comply with the granting Party's standards for the appearance of the granting Party's Marks as provided in writing from time to time and shall make any reasonable changes in such use requested by the granting Party. Except as expressly granted in writing, all present and future rights, title and interest to a Party's Marks shall at all times be and remain the sole and exclusive property of the granting Party and all goodwill arising from the use of a Party's Marks shall inure to the benefit of that Party. Neither Party shall do anything to undermine or challenge the validity or registrability of the other's Marks.

13.   Representations and Warranties. Each Party represents to the other that it has all power and authority necessary to enter into this Agreement and that its entry into this Agreement will not violate its obligations to or rights of any third party. In the event of any change that will cause the foregoing to no longer be true, the affected party will immediately notify the other party of such change.

14.   Limitation of Liability.

a.   Under no circumstances shall either Party be liable to the other Party for indirect, incidental, consequential, special or exemplary damages arising from such Party's performance or non-performance pursuant to any provision of this Agreement (including such damages incurred by third parties), such as, but not limited to, loss of revenue or anticipated profits or loss of business, whether such damages were foreseeable or

unforeseeable, even if such Party has been advised of the possibility of such damages.

b.   Notwithstanding Section 15(a), except as set forth below, this section shall not limit either Party's liability to the other for (i) willful or malicious misconduct; (ii) gross negligence; (iii) indemnification; (iv) breach of the confidentiality obligations set forth in Section 11; or (v) either Party's liability for death or personal injury or their own acts of fraud.

c.   Subject to Section 15(b)(v), but otherwise in any event, the aggregate of Registry's liability under this Agreement shall in no event exceed the aggregate value of all sums paid to Registry by Registrar under this Agreement.

15.   Disclaimer of Warranties. REGISTRY 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 WITH RESPECT TO ITS WEB SITE, ITS BUSINESS OR THE SOFTWARE.

16.   Notices. Any notice required to be given hereunder shall be given in writing and delivered personally, sent by Federal Express, DHL or other recognized delivery service, or by certified mail, postage prepaid and return receipt requested, or by facsimile, to the other Party at its address or facsimile number set forth below or at such other address or facsimile number as either Party may hereafter notify the other of in such matter. Any notices sent by certified mail shall be deemed to be given on the fourth business day after such notice is delivered to the postal service, properly addressed and postage prepaid. Any notices delivered personally or by Federal Express, DHL or other comparable delivery service shall be deemed to be given on the date delivered. Any notices delivered by facsimile shall be deemed to be given on the date of electronic confirmation of receipt.

To Registrar:

[Registrar address]
Attention: [Legal point of contact]

To Registry:

Registry
130 West Union Street
Pasadena, CA 91103
Attention: Anthony Bishop, VP and General Counsel

17.   Relationship of Parties. Except as a Party may be specifically authorized in writing by the other, nothing herein contained shall be construed as authorizing a Party to bind the other in any way nor as constituting a Party as agent or representative of the other. Registrar covenants that Registrar and its employees will not represent itself or themselves as being employees of Registry.

18.   Taxes. Each Party shall be responsible for and pay its own sales taxes, value

9

added taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (a) entry into this Agreement, (b) the performance of any of the provisions of this Agreement or (c) the transfer of any property, rights or any other grant hereunder. All payment due to Registry shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum payable by Registrar in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Registry receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. If Registry subsequently receives a credit for such deduction or withholding it shall pay it to Registrar but no credit shall have been received unless it relieves Registry of a present obligation to pay tax.

19.   Governing Law and Jurisdiction.

     a.   This Agreement shall be construed in accordance with and governed by the law of California.

     b.   The Courts of Los Angeles County, Los Angeles, California shall have exclusive jurisdiction over any and all disputes arising out of or in connection with this Agreement.

     c.   Each Party hereby waives personal service of any summons, complaint or other process by any means, manner or method other than in the manner provided for the giving of notices to such party in Section 16, and agrees that any process served upon it in such manner provided for in Section 16 shall have the same validity and legal force and effect as if served upon it personally in the state of its principal place of business and agrees that it will not assert the defense of lack of personal jurisdiction or forum non-conveniens in response to any such action or seek to change venue from the forum in which any such action is initially commenced.

20.   Assignment. Neither Party may assign this Agreement or any of its rights, interests or obligations without the prior written approval of the other Party, which approval shall not be unreasonably withheld; provided, however, that such approval shall not be required in the event either Party assigns this Agreement as a result of a sale of all or substantially all of the assets of such Party pursuant to a merger, consolidation or otherwise. All the terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

21.   Entire Agreement; Amendments. This Agreement contains the entire understanding of the Parties hereto relating to the subject matter hereof, supersedes all previous agreements and understandings with respect thereto, and cannot be changed or terminated except by an instrument signed by an authorized officer of each Party. Notwithstanding the foregoing, if Registry gives written notice to Registrar that it desires to act as a registry for any other top level domains and that Registry wishes Registrar to act as a registrar on its behalf for such top level domains, this Agreement shall be deemed applicable to such other top level domains in the same manner as the top level domain subject to the following provisions: (1) Registrar shall have the
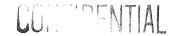
right to reject application of this Agreement to any new top level domains upon written notice to Registry within 30 days of receipt of notice from Registry, and (2) Registrar and Registry may jointly modify the terms and conditions that shall apply to such new top level domain(s). A waiver by either Party of any term or condition of this Agreement must be in writing and in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.

23.   This Agreement may be executed in one or more counterparts, which together shall constitute one agreement. This Agreement shall not be binding on either Party until executed by both Parties.

24.   Severability. It is the intention of the parties that if any court shall determine that any provision of this Agreement or part hereof is unenforceable, such provisions shall not be terminated but shall be deemed amended to the extent required to render it valid and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written by the undersigned duly authorized officers.

RegistryCo.   [Company XXX]

By:_____   By: _____
Name: _____   Name: _____
Title: _____   Title: _____

SCHEDULE 6(a)

Letter of Credit

Any letter of credit requested by Registry hereunder shall contain the following:

> We [the bank] hereby issue in your [Registry's] favor, as beneficiary, our irrevocable letter of credit which is available against your draft drawn at sight on us accompanied by a certificate purportedly signed by an officer of the beneficiary which states the dollar amount demanded and that [Company XXX] has failed to remit the amount demanded as required by the Registration Services Agreement, dated _____, 2000, by and between The Corporation International and [Company XXX].