.PRO Agreement Appendix 1
Data Escrow Specification

This Appendix 1 to the Registry Agreement consists of four of the five exhibits to the Escrow Agreement that constitutes Appendix 2 to the Registry Agreement:

Exhibit 1 -Schedule for Escrow Deposits

Exhibit 2-Escrow Deposit Format Specification

Exhibit 3-Escrow Transfer Process

Exhibit 4-Escrow Verification Procedures

The fifth exhibit (Exhibit 5), which sets forth Escrow Agent's fees, is subject to negotiation between Registry Operator and Escrow Agent.

Exhibit 1
SCHEDULE FOR ESCROW DEPOSITS

Full Deposit Schedule

Full Deposits shall consist of data that reflects the state of the registry as of 0000 UTC on each Sunday. Pending transactions at that time (i.e. transactions that have not been committed to the Registry Database) shall not be reflected in the Full Deposit.

Full Deposits shall be made, according to the transfer process described in Exhibit 3 below, within a four-hour window beginning at 1200 UTC on the same Sunday.

Incremental Deposit Schedule

Incremental Deposits are cumulative since the last full escrow. Each incremental file will contain all database transactions since the full escrow file was completed.

Incremental Deposits shall be made, according to the transfer process described in Exhibit 3 below, within a four-hour window beginning at 1200 UTC on the day to which the Incremental Deposit relates.

Exhibit 2
ESCROW DEPOSIT FORMAT SPECIFICATION

Each Full and Incremental Deposit consists of a series of reports that are concatenated in the escrow process.

Full Deposit Contents. The reports involved in a Full Deposit are:

Domain Object Report–This reports on the contents of all domain objects in the registry database.

Host Object Report–This reports on the contents of all host objects in the registry database.

Contact Object Report–This reports on the contents of all contact objects in the registry database.

Registrar Object Report–This reports on the contents of all registrar objects in the registry database.

Format of Reports. All reports are to be formatted in XML format. In compliance with the XML 1.0 specification, certain characters in the data must be escaped, as described in item 1 below. Each Report shall then be prepared according to the general XML format described in items 2 to 6 below. Item 2 describes the report container that is common to all reports. Items 3 to 6 describe the structure of the contents of the report container for each of the specific reports.

1. Escape-Character Requirements. In compliance with the XML 1.0 specification, in data escrowed using the XML format the following characters in any data elements must be replaced with the corresponding escape sequences listed here:

Character	Escape Sequence
"	"
&	&
'	'
<	<
>	&gt

 2. The Report Container. At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the .pro TLD ("pro"), the report type (domain, host, contact or registrar), and data base-committed date and time as to which the escrow relates. The date and

time of the escrow will be specified in UTC. The general format of the report container is as follows:

```
<?xml version="1.0" encoding='UTF-8' ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="pro" report="domain" date="26-Aug-2001 3:15:00AM">
```

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact or registrar) covered by the report. The specific format for each report is described in items 3 to 6 below.}

```
</escrow>
```

3. The Domain Element. The domain element has the property "fqdn" (the fully qualified name of the domain) and is a container consisting of the following elements:

a. status: The domain status code.

b. id: Unique identifier of the domain name.

c. sponsoring registrar: An identification of the sponsoring registrar of the domain. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

d. authcode: authorization code.

e. UIN

f. created-on: The date/time the domain object was originally created.

g. created-by: An identification of the registrar that created the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

h. renewed-on: The date/time the domain was last renewed.

i. expires-on: The date the registration expires.

j. updated-by: An identification of the registrar that last updated the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

k. updated-on: The date/time the domain object was last updated.

l. transferred-on: The date/time when the domain object was last transferred.

m. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.

n. contact-id: Multiple contact-ids that reference the contact records for this domain. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing.

o. registration type.

p. trademark information.

An example domain container appears below:

```
<domain fqdn="example.pro">
  <id>AAA-0001</id>
  <status>ACTIVE</status>
  <sponsoring registrar>REG-042</owned-by>
  <authcode>PRO-1221</ens-authid>
  <created-on>1-Jul-2001 12:34:56AM</created-on>
  <created-by>REG-042</created-by>
  <renewed-on></renewed-on>
  <expires-on>1-Jul-2003</expires-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:34:56AM</updated-on>
  <transferred-on></transferred-on>
  <host>dns1.example.pro</host>
  <host>dns2.example.pro</host>
  <contact-id type="Registrant">PER-0001</contact-id>
  <contact-id type="Administrative">PER-0002</contact-id>
  <contact-id type="Technical">PER-0003</contact-id>
  <contact-id type="Billing">PER-0004</contact-id>
</domain>
```

4. The Host Element. The host element has the property "fqdn" (the fully qualified name of the host) and is a container consisting of the following elements:

a. id: Identifier of the host.

b. sponsoring registrar: An identification of the sponsoring registrar of the host. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

c. created-on: The date/time the host object was originally created.

d. updated-by: An identification of the registrar that last updated the host object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

e. updated-on: The date/time the host object was last updated.

f. transferred-on: The date/time when the host object was last transferred.

g. ip-address: Any number of IP addresses associated with this host.

An example host container appears below:

```
<host fqdn="dns1.example.pro">
  <id>HST-0001</id>
  <sponsoring registrar>REG-042</owned-by>
  <created-on>1-Jul-2001 12:40:32AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:40:32AM</updated-on>
  <transferred-on></transferred-on>
  <ip-address>192.168.1.1</ip-address>
  <ip-address>192.168.122.1</ip-address>
</host>
```

5. The Contact Element. The contact element has the property "id" and is a container consisting of the following elements:

a. name: The name of the contact.

b. organization: The organization for the contact.

c. street1: The first part of the street address of the contact.

d. street2: The second part of the street address of the contact.

e. street3: The third part of the street address of the contact.

f. city: The name of the city of the contact.

g. state-province: The name of the state/province of the contact.

h. postal-code: The postal/zip code of the contact.

i. geographic location: The two letter ISO 3166 code for the contact's geographic location.

j. voice: The voice phone number of the contact in E164a format.

k. fax: The fax number of the contact in E164a format.

l. email: The e-mail address of the contact.

m. sponsoring registrar: An identification of the sponsoring registrar of the contact. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

n. created-by: An identification of the registrar that created the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

o. created-on: The date/time the contact object was originally created.

p. updated-by: An identification of the registrar that last updated the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

q. updated-on: The date/time the contact object was last updated.

r. transferred-on: The date/time when the contact object was last transferred.

s. status: Contact status.

t. contact authorization information.

u. contact association status.

v. professional accreditation.

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>PRO</organization>
  <street1>425 West Randolph Street</street1>
  <street2>8th floor</street2>
  <street3></street3>
  <city>Chicago</city>
  <state-province>IL</state-province>
  <postal-code>60606</postal-code>
  <country>US</country>
  <voice>+1 866.441 9512</voice>
  <fax>+1 312.575 9916</fax>
  <email>jdoe@example.pro</email>
  <sponsoring registrar>42</owned-by>
  <created-by>REG-042</created-by>
  <created-on>1-Jul-2001 12:42:22AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:42:22AM</updated-on>
  <transferred-on></transferred-on>
  <status>ACTIVE</status>
</contact>
```

6. The Registrar Element. The registrar element has the property "id" and is a container consisting of the following elements:

a. name: The name of the registrar.

b. status: The registrar status code.

c. contact-id: Any number of contact-id associated with this registrar. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrar, Administrative, Technical or Billing.

An example registrar container appears below:

```
<registrar id="REG-042">
  <password>registrarrus</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Registrar">PER-0009</contact-id>
  <contact-id type="Administrative">PER-0010</contact-id>
  <contact-id type="Administrative">PER-0011</contact-id>
  <contact-id type="Technical">PER-0012</contact-id>
  <contact-id type="Technical">PER-0013</contact-id>
  <contact-id type="Billing">PER-0014</contact-id>
</registrar>
```

Exhibit 3
ESCROW TRANSFER PROCESS

Deposit Transfer Process. Registry Operator shall prepare and transfer the Deposit file by the following steps, in sequence:

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit 2 above, "Escrow Deposit Format Specification").

2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "pro.SEQN", where "SEQN" is a four digit decimal number that is incremented as each report is prepared.

3. Next, the Deposit file will be processed by a program that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.

4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MDS file (produced with MDSSUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.

5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's ftp server within the specified time window.

Exhibit 4
ESCROW VERIFICATION PROCEDURES

Verification Procedures. Escrow Agent will verify the format and completeness of each Deposit by the following steps:

1. At the conclusion of the deposit window, all Deposit files will be moved to a not-publicly-accessible directory and the existence and size of each will be noted.

2. Each Deposit file will be decrypted using Escrow Agent's private key for PGP and authenticated using Registry Operator's public key for PGP. (In this step, PGP will also automatically decompress the escrow file).

3. If there are multiple files, they will be concatenated in sequence.

4. Escrow Agent will run a program that may be supplied by ICANN at its discretion on the Deposit file (without report) that will split it in to its constituent reports (including the format report prepared by Registry Operator and appended to the Deposit) check its format, count the number of objects of each type, and verify that the data set is internally consistent. This program will compare its results with the results of the Registry-generated format report, and will generate a Deposit format and completeness report. The program will encrypt the report using ICANN's public key for PGP and signed using Escrow Agent's private key for PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

5. The decrypted Deposit file will be destroyed to reduce likelihood of data loss to intruders in case of partial security failure.

Distribution of Public Keys. Each of Registry Operator and Escrow Agent will distribute its public key to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified. Each party will confirm receipt of the other party's public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted. In this way, public key transmission is authenticated to a user able to send and receive mail via a mail server operated by the distributing party. Escrow Agent, Registry and ICANN shall exchange keys by the same procedure.

.PRO Agreement Appendix 2
Registry Data Escrow Agreement

This Registry Data Escrow Agreement ("Agreement") is made as of this _____, 2010, (the "Beginning Date"), by and between RegistryPro ("Registry Operator"), NCC Group, Inc. ("Escrow Agent"), and Internet Corporation for Assigned Names and Numbers ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Registry Agreement. All capitalized terms not defined in this Agreement have the meanings set forth in the Registry Agreement.

RECITALS

A. Registry Operator and ICANN have entered into a Registry Agreement dated _____, 2010, ("Registry Agreement") for the .PRO top-level domain (the "TLD"), which requires Registry Operator, during the term of the Registry Agreement, to submit certain domain name registration data to a reputable escrow agent to be held in escrow.

B. Pursuant to the Registry Agreement, Registry Operator intends to deliver periodically to Escrow Agent an electronic copy of the Registry Database, as detailed in Subsection 3.1(c)(i) of the Registry Agreement (each such delivery referred to as a "Deposit").

C. Registry Operator desires Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

Now, therefore, in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. <u>Content of Deposits</u>. Deposits will be of two kinds: Full Deposits and Incremental Deposits. Each Full Deposit will consist of Registry Data that reflects the current and complete Registry Database. Incremental Deposits will consist of data that reflects all transactions involving the database that are not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be.

2. <u>Schedule for Deposits</u>. Registry Operator must create and deliver to Escrow Agent a Full Deposit once each week, according to the schedule specified in Exhibit 1 of Appendix 1. Registry Operator must create and deliver to Escrow Agent an Incremental Deposit once each

day during which a Full Deposit is not made, according to the schedule specified in Exhibit 1 of Appendix a.

3. <u>Format of Deposits</u>. The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the TLD Registry Data Escrow: Format Specification (the "Format Specification"), attached as Exhibit 2 of Appendix 1.

4. <u>Procedure for Deposits</u>. Each properly formatted Full Deposit and Incremental Deposit shall be processed and electronically delivered in encrypted form to Escrow Agent according to the transfer process described in Exhibit 3 of Appendix 1.

5. <u>Notification of Deposits</u>. Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall deliver to Escrow Agent and to ICANN a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Full or Incremental Deposit by the software ICANN may provide at its discretion (as described in Exhibit 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry Operator according to the procedures described in Exhibit 3 of Appendix 1 and is complete and accurate. Escrow Agent shall notify ICANN of all Deposits received, within two business days of receipt.

6. <u>Verification</u>. Within two business days after receiving each Full or Incremental Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit 4 of Appendix 1 and shall deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, including by email, fax or phone, Registry Operator and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry Operator shall begin developing modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall deliver such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall give ICANN notice of successful verification within forty-eight hours. The failure of any Full or Incremental Deposit to meet verification procedures and any efforts by Registry Operator to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit 1 of Appendix 1.

7. <u>Retention and Confidentiality</u>.

7.1 <u>Retention</u>. Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. Each of ICANN and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

7.2 <u>Destruction of Deposits</u>. At all times, Escrow Agent shall retain the four most recent Full Deposits and all Incremental Deposits after the earliest of those four Full Deposits, all of which must have passed the verification procedures specified in Exhibit 4 of Appendix 1. Escrow Agent may destroy any Deposits prior to these four most recent Full Deposits.

7.3 <u>Confidentiality</u>. Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit (or any copies of any Deposit). Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 9.6, 11, and 13 of this Agreement), Escrow Agent shall notify ICANN and Registry Operator within seven days or as soon as practicable and reasonably cooperate with Registry Operator and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

8. <u>Duplication</u>. Escrow Agent may duplicate any Deposit by any commercially reasonable means in order to comply with the terms and provisions of this Agreement, provided that Registry Operator shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Registry Operator, may reasonably require Registry Operator to promptly duplicate any Deposit.

9. <u>Release of Deposit to ICANN</u>. Within five business days after receipt of any required documents and/or notices specified in this Section 9, Escrow Agent shall deliver to ICANN all Deposits in Escrow Agent's possession, in the event that the Escrow Agent receives all of the following:

9.1 One of the following notices:

9.1.1 A written notice by the Registry Operator requesting Escrow Agent to effect such delivery to ICANN; or

9.1.2 A written notice by ICANN that the Registry Agreement has: (i) expired without renewal, pursuant to Subsection 4.2 of the Registry Agreement, or (ii) been terminated, pursuant to Subsection 6.1 of the Registry Agreement; or

9.1.3 A written notice by ICANN that all of the following have occurred:

9.1.3.1 ICANN failed, with respect to (a) any Full Deposit or (b) five Incremental Deposits within any calendar month, to receive, within five calendar days after the Deposit's scheduled delivery date, notification of receipt from Escrow Agent; and

9.1.3.2 ICANN gave notice to Escrow Agent and Registry Operator of that failure; and

9.1.3.3 ICANN has not, within seven calendar days after the notice under Section 9.2.3.2, received notice from Escrow Agent that the Deposit has been received; or

9.1.4 A written notice by ICANN that all of the following have occurred:

9.1.4.1 ICANN has received notification from Escrow Agent of failed verification of a Full Deposit or failed verification of five Incremental Deposits within any calendar month; and

9.1.4.2 ICANN gave notice to Registry Operator of that receipt; and

9.1.4.3 ICANN has not, within seven calendar days after the notice under Section 9.1.4.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.5 A written notice by ICANN that release of the Deposits is mandated by non-payment of any fees due to Escrow Agent, pursuant to Section 15 of this Agreement; or

9.1.6 A written notice by ICANN that a court, arbitral, legislative, or government agency that ICANN finds to be of competent jurisdiction has issued an order, rule, statute, regulation, or other requirement (a copy of which ICANN has provided to Registry Operator) that mandates the release of the Deposits to ICANN; and

9.2 Evidence satisfactory to Escrow Agent that ICANN or Registry Operator (whichever gave the notice under Section 9.1) has previously notified the other party in writing; and

9.3 Written instructions from ICANN that the Deposits are to be released and delivered to ICANN; and

9.4 A written undertaking by ICANN that the Deposits will be used only as permitted under the terms of the Registry Agreement. Upon release of any Deposits to ICANN, Escrow Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice it received from ICANN under Sections 9.1.2 to 9.1.6, as applicable.

10. <u>Release of Deposit to Registry Operator</u>. Escrow Agent shall deliver all Deposits to Registry Operator upon termination of this Agreement in accordance with Sections 14.1 and 14.2.1 of this Agreement.

11. <u>Procedure After Release</u>.

11.1 <u>Right to Use Deposits</u>. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN shall immediately have the right to exercise or have exercised all rights in the Deposits necessary to provide registry services for the TLD, as detailed in Section 6.4 of the Registry Agreement, except that ICANN shall not deliver Deposits released pursuant to Sections 9.1.3, 9.1.4, or 9.1.5 to a third party for use so long as (a) the Registry Agreement is in effect, (b) Registry Operator is providing Registry Services in conformity with the requirements of the Registry Agreement, and (c) Registry Operator provides Deposits directly to ICANN according to the Exhibits 1, 2, and 3 of Appendix 1 (modified to make ICANN rather than Escrow Agent the recipient), and the Deposits pass the verification procedures specified in Exhibit 4 of Appendix 1.

11.2 <u>Objection Notice</u>. Upon release of any Deposits to ICANN pursuant to Sections 9.1.2 through 9.1.6, Registry Operator shall have thirty calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in Subsection 5.1 of the Registry Agreement (the "Dispute Resolution Procedures"). Registry Operator and ICANN agree to resolve any disputes they may have as between themselves hereunder, including any objections to release of the Deposits pursuant to Sections 9.1.2 thru 9.1.6, solely through the Dispute Resolution Procedures. The parties agree that the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to ICANN pursuant to Section 9.

11.3 <u>Dispute Resolution Procedures</u>. The parties agree that any proceedings brought pursuant to the Dispute Resolution Procedures shall be conducted consistently and in accordance with any prior arbitration or court orders/decisions involving the Registry Agreement. The parties further agree that any proceedings relating to this Agreement and brought pursuant to the Dispute Resolution Procedures shall not examine, re-evaluate, reconsider, or otherwise subject to review any issues, causes of action, or other claims which were decided, or which a party had a reasonable opportunity to raise, in proceedings which involved the Registry Agreement.

11.4 <u>Withdrawal of Objection Notice</u>. Registry Operator may, at any time, notify Escrow Agent and ICANN that Registry Operator wishes to withdraw its Objection Notice. Upon receipt of such withdrawal from Registry Operator, Escrow Agent shall promptly deliver to ICANN any Deposits that have not previously been delivered to ICANN.

11.5 <u>Dispute Resolution Decisions</u>.

11.5.1 If the release of Deposits to ICANN is determined in Dispute Resolution Procedures to have been proper, Escrow Agent shall promptly deliver to ICANN, in accordance with the instructions specified in Section 9.3, any Deposits that have not previously been delivered.

11.5.2 If the release of Deposits to ICANN is determined in Dispute Resolution Procedures to have been improper, ICANN shall promptly return or destroy, at Registry Operator's discretion, the Deposits received by ICANN under Section 9.

12. <u>Indemnity</u>. Registry Operator and ICANN shall, jointly and severally, indemnify and hold harmless Escrow Agent and each of its directors, officers, agents and employees ("Escrow Agent Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitees in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees hereunder (with the exception of any claims based on the fraudulent misrepresentation, negligence, or willful misconduct of Escrow Agent, its directors, officers, agents, employees and contractors). Subject to Clause 17.3, Escrow Agent shall likewise indemnify and hold harmless Registry Operator and ICANN, and each of their respective directors, officers, agents, and employees ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees,

charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, and contractors.

13. Interpleader.

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne 50% by each of Registry Operator and ICANN.

13.2 Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

14. Term and Termination.

14.1 Term. The initial term of this Agreement shall be one year, commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry Operator and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry Operator and ICANN shall resolve any such disputes through the Dispute Resolution Procedures; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry Operator or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit A to this Appendix 2. This paragraph in no way limits the Registry Operator's right under Subsection 3.1(c)(i) of the Registry Agreement to change to a different Escrow Agent mutually approved by Registry Operator and ICANN, such approval not to be unreasonably withheld by either of them, provided that such Escrow Agent will agree to substantially similar terms as in the present document and there is no significant interruption of Deposits.

14.2 Termination. This Agreement shall terminate the occurrence of any of the following:

14.2.1 Termination of this Agreement by both Registry Operator and ICANN upon having delivered to Escrow Agent a written notice signed by both Registry Operator and ICANN indicating their mutual intent to terminate this Agreement upon ninety days' notice;

14.2.2 Termination of this Agreement by Escrow Agent pursuant to Section 15; or

14.2.3 Release of the Deposit(s) to ICANN pursuant to Section 9 and, if an Objection Notice is made and not withdrawn, a final decision that the release of materials to ICANN was proper at the end of the Dispute Resolution Procedures.

15. <u>Fees and Payments</u>. Registry Operator shall pay to Escrow Agent the applicable fees and charges listed in Exhibit A to this Appendix 2 as compensation for Escrow Agent's services under this Agreement. In the event Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent shall receive reasonable compensation for such services from Registry Operator and be reimbursed by Registry Operator for all costs incurred, including reasonable attorney's fees. Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and at a rate of no more than five percent (5%) or at the rate equal to the most recently published increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, for All Items, as published by the Department of Labor's Bureau of Labor Statistics (on a not seasonally adjusted basis), whichever is greater, and only upon 45 days written notice to the parties. If Registry Operator fails to pay any established fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Registry Operator of non-payment of any such past-due fees hereunder and, in that event, the Registry Operator shall pay the past-due fee(s) within ten business days after receipt of the notice from Escrow Agent. If Registry Operator fails to pay in full all such past-due fees during the ten day period, Escrow Agent shall give notice of non-payment of any past-due fees to ICANN and, in that event, ICANN shall have the option of paying the past-due fee within ten business days of receipt of such notice from Escrow Agent. In the event ICANN shall pay such past-due fees hereunder, ICANN may pursue a claim of recoupment of such fees from Registry Operator pursuant to the Dispute Resolution Procedures. Upon payment of the past-due fee by either Registry Operator or ICANN, this Agreement shall continue in full force and effect. If both Registry Operator and ICANN fail to pay the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all other parties, and, upon termination, Escrow Agent shall, at ICANN's election, destroy all Deposits held by Escrow Agent or transmit the Deposits to ICANN in accordance with Section 9.

16. <u>Ownership of Deposit Materials</u>. Subject to the provisions (including Subsection 6.4) of the Registry Agreement, the parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Registry Operator at all times.

17. <u>Miscellaneous</u>.

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

17.2 <u>Dispute Resolution</u>. Registry Operator and ICANN further agree to resolve any disputes they may have as between themselves under this Agreement pursuant to the Dispute Resolution Procedures.

17.3 <u>Limitation of Liability</u>. The parties shall not be liable to each other for special, indirect, incidental, or consequential damages hereunder. As between ICANN and Registry Operator the liability limitations of Subsection 5.3 of the Registry Agreement apply with respect to any disputes under this Agreement.

17.3.1 Nothing in this Clause 17.3.1 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.

17.3.1.1 Subject to Clause 17.3.1, Escrow Agent shall not be liable for:

17.3.1.1.1 any loss or damage caused to either Registry Operator or ICANN except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors and in such event Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of $100,000 (one hundred thousand US dollars); and

17.3.1.1.2 any special, indirect, incidental or consequential damages whatsoever.

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

17.3.1.3 Escrow Agent shall not be liable in any way to Registry Operator or ICANN for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.

17.4 <u>Independent Contractor</u>. Escrow Agent is an independent contractor and is not an employee or agent of either Registry Operator or ICANN.

17.5 <u>No Third-Party Beneficiaries</u>. This Agreement shall not be construed to create any obligation by Registry Operator, ICANN, or Escrow Agent to any non-party to this Agreement, including but not limited to any domain-name holder or registrar.

17.6 <u>Amendments</u>. This Agreement shall not be modified or amended except in writing executed by each of the parties.

17.7 <u>Assignment</u>. Neither Registry Operator nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of Registry Operator or ICANN automatically shall be transferred to the assignee of one of those

parties' rights and obligations under the Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of both Registry Operator and ICANN, provided such consent will not be unreasonably withheld or delayed.

17.8 <u>Entire Agreement</u>. This Agreement, including all exhibits, supersedes all prior discussions, understandings, and agreements between Escrow Agent and the other parties with respect to the data escrow services. The parties acknowledge and agree that, as between ICANN and Registry Operator, the Registry Agreement (including all its appendices) is intended to co-exist with this Agreement, this Agreement is supplementary to the Registry Agreement, and the Registry Agreement shall control in the event of any conflict.

17.9 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

17.10 <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

17.11 <u>Notices</u>. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly at receiver's request by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement. If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

17.12 <u>Survival</u>. The obligation of confidentiality in Section 7, Sections 9, 10, 11, 12, 13, 15, 17.3 and this Section 17.12 shall survive any termination of this Agreement.

17.13 <u>No Waiver</u>. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise of that or any other right, power, or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

Escrow Agent
NCC Group, Inc.
1731 Technology Drive, Suite 880
San Jose, CA   95110
Phone: (408) 441-4660
Fax: (408) 441-4658

By: _____
    Craig W. Motta
    General Manager, NA

Registry Operator
Registry Services Corporation
425 West Randolph Street, 8th floor
Chicago, IL 60606
Phone: (312) 416-0340
Fax: (312) 575-9916

By: _____
    Catherine Sigmar
    General Manager

ICANN

4676 Admiralty Way
Suite 330
Marina del Rey, CA 90292
E-mail:
Phone: (310) 823-9358
Fax: (310) 823-8649

By: _____
    John Jeffrey
    General Counsel

See Appendix 1 to the Registry Agreement for Exhibits 1 through 4 to this Agreement.

.PRO Agreement Appendix 3
Zone File Access Agreement

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1. Parties

The User named in this Agreement ("User" or "you") hereby contracts with Registry Services Corporation dba Registry Pro ("Registry Operator"), for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry from time to time, and to transfer a copy of the described Data to the User's Internet host machine specified below, under the terms of this Agreement. Upon execution of this Agreement by Registry Operator, Registry Operator will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

2. User Information

(a) User: _____

(b) Contact Person: _____

(c) Street Address: _____

(d) City, State or Province: _____

(e) Country and Postal Code: _____

(f) Telephone Number: _____
(including area/country code)

(g) Fax Number: _____
(including area/country code)

(h) E-Mail Address: _____

(i) Specific Internet host machine which will be used to access Registry Services Corporation's server to transfer copies of the Data:

Name: _____

IP Address: _____

(j) Purpose(s) for which the Data will be used: During the term of this Agreement, you may use the data for any legal purpose, not prohibited under Section 4 below. You may incorporate some or all of the Data in your own products or services, and distribute those products or services for a purpose not prohibited under Section 4 below.

3. Term

This Agreement is effective for a period of three (3) months from the date of execution by Registry (the "Initial Term"). Upon conclusion of the Initial Term this Agreement will automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

NOTICE TO USER: CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. YOU MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY TO OBTAIN A COPY OF .PRO TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR THE HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

4. Grant of Access

Registry Operator grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry Operator from time to time, and to transfer a copy of the Data to the Internet host machine identified in Section 2 of this Agreement no more than once per 24 hour period using FTP or HTTP for the purposes described in this Section 4. You agree that you will:

(a) use this Data only for lawful purposes but that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than your own existing customers; or (2) 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. Registry Operator reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

(b) copy the Data you obtain under this Agreement into a machine-readable or printed form only as necessary to use it in accordance with this Agreement in support of your use of the Data.

(c) comply with all applicable laws and regulations governing the use of the Data.

(d) not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of Registry Operator, except that you may redistribute the Data insofar as it has been incorporated by you into a value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

(e) take all reasonable steps to protect against unauthorized access to, use, and disclosure of the Data you obtain under this Agreement.

5. Fee

You agree to remit in advance to Registry Operator a quarterly fee of $0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. Registry Operator reserves the right to adjust, with the approval of ICANN, this fee on thirty days prior notice to reflect a change in the cost of providing access to the files.

6. Proprietary Rights

You agree that no ownership rights in the Data are transferred to you under this Agreement. You agree that any copies of the Data that you make will contain the same notice that appears on and in the Data obtained under this Agreement.

7. Method of Access

Registry Operator reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, Registry Operator may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

8. No Warranties

THE DATA IS PROVIDED "AS IS." REGISTRY OPERATOR DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE DATA, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

9. Severability

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

10. No Consequential Damages; Limitation of Damages.

In no event shall Registry Operator be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if Registry Operator has been advised of the possibility of such damages. In no event shall Registry Operator be liable to you for direct damages in an amount in excess of the fees paid by you to Registry Operator during the one (1) year period preceding the date of your claim.

11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without reference to conflicts of laws principles. You agree that 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 the United States District Court for the First District of Illinois or, if such court does not have subject matter jurisdiction over such claim, in the state courts of Illinois located in Cook County, Illinois. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located in Cook County, Illinois (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

12. Termination

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to Registry Operator at 425 Randolph Street, 8th floor, Chicago, IL 60606. Registry Operator has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by Registry Operator or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

13. Definition

"Data" means all data contained in a DNS zone file for the Registry TLD as provided to TLD nameservers on the Internet.

14. Waiver

Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

15. Entire Agreement

This is the entire agreement between you and Registry Operator concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Registry Services Corporation	User:
By: (sign)	By: (sign)
Name: (print)	Name: (print)
Title:	Title:
Date:	Date:

ASSIGNED USERID AND PASSWORD

(To be assigned by Registry Services Corporation upon execution of this Agreement):

USERID:	PASSWORD:

.PRO Agreement Appendix 4
Registry Operator's Monthly Report

(A) Monthly Report. Registry Operator shall provide a monthly report per TLD to registry-reports@icann.org with the following content. ICANN may request in the future that the report be delivered by other means. The file shall be named "pro-yyyymm.pdf"; where "yyyymm" is the year and month being reported. File shall be in Portable Document Format (PDF). ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the report relates.

1. Accredited Registrar Status. State the number of registrars in each of the following three categories: (1) operational, (2) ramp-up (registrars that have received a password for access to OT&E), and (3) pre-ramp-up (registrars that have requested access, but have not yet entered the ramp-up period).

2. Service Level Agreement Performance. Compare Service Level Requirements as listed in Section 6(A)4.2 — Service Definition and Service Level Requirement of Appendix 7, with actual performance measures for the reporting month.

3. TLD Zone File Access Activity. State the total number of zone file access passwords at end of the reporting month.

4. Completed System Software Releases. Describe significant releases during the reporting month, including release name, features, and completion date.

5. Whois Service Activity. State the number of Whois queries during the reporting month.

6. Total Number of Transactions by Subcategory by Month. State the total number of transactions during the reporting month, in the following subcategories: adds, deletes, modifies, checks, renews, transfers, restores.

7. Daily Transaction Range. Tabulate the number of total daily transactions. The range of transaction volume should be shown for each month, along with the average daily transaction volume.

(B) Per-Registrar Transactions monthly Report. This report shall be transmitted to ICANN electronically to registry-reports@icann.org in a comma separated-value (CSV) formatted file as specified in RFC 4180. ICANN may request in the future that the report be delivered by other means. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the reports relate.

The file shall be named "pro-transactions-yyyymm.csv"; where "yyyymm" is the year and month being reported. The file shall contain the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name as registered with IANA
02	iana-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	total domains under sponsorship
04	total-nameservers	total name servers registered for TLD
05	net-adds-1-yr	number of domains successfully registered with an initial term of one year (and not deleted within the add grace period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years (and not deleted within the add grace period)
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years (and not deleted within the add grace period)
08	net-adds-4-yr	etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	number of domains successfully renewed either automatically or by command with a new renewal period of one year (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed either automatically or by command with a new renewal period of two years (and not deleted within the renew grace period)
17	net-renews-3-yr	number of domains successfully renewed either automatically or by command with a new renewal

		period of three years (and not deleted within the renew grace period)
18	net-renews-4-yr	etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd – either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-names	total number of names affected by granted AGP (add

		grace period) exemption requests

The first line shall include the field names exactly as they appear in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report should include totals for each column across all registrars. The first field of this line shall read "Totals" while the second field shall be left empty in that line. No other lines besides the ones described above shall be included. Line breaks shall be "CRLF" as described in RFC 4180.

.PRO Agreement Appendix 5
Whois Specifications

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1. Public Whois Specification

The Whois service substantially consists of two parts:

- Port 43 Whois services
- Web-based Whois services

Registry Operator's Whois service is the authoritative Whois service for all second-level and third-level Internet domain names registered in the.PRO top-level domain and for all hosts registered using these names. This service shall be available to anyone. It shall be available via port 43 access and via links at the Registry Operator's web site.

Provisions for the detection of abusive usage of Registry Operator's Whois system (e.g., excessive numbers of queries from one source), and corresponding protective measures, have been implemented, and Registry Operator may implement further countermeasures against abuse as necessary.

Registry Operator's Whois service will be updated on a near real-time basis.

The Whois servers shall provide results in ASCII for standard and IDN .PRO domains.

The status values reported will be those stated in http://www.ietf.org/rfc/rfc3731.txt except that domains in PendingDelete status will be reported as either PENDING-DELETE (Restorable) or PENDING-DELETE (Scheduled for release) as appropriate.

Port 43 Whois service

1. The format of responses will follow a semi-free text format outline below, preceded by a mandatory disclaimer specifying the rights of Registry Operator, and of the user querying the database.

2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by the colon as a delimiter, followed by the value.

3. All Whois data will be in the ASCII character set, which has encoding compatible with UTF-8 for easy transition to including internationalized data, and as per the IETF's recommendations on i18n in Internet protocols. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be

considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

4. All record and key types shall be specified in a publicly available description on the Registry Operator website. The key names and record types should change as infrequently as possible, and only upon the agreement of ICANN and Registry Operator.

Web-based Whois service

Registry Operator will make available a Whois interface on its website which can also be linked to by each ICANN-Accredited Registrar that is a party to a Registry-Registrar Agreement. The information available in the Whois database will be returned as a results page on the website.

Query and Output for Reports Delivered by Web Page and Port 43

Whois Queries

For all Whois queries, the client provides a character string for which information is desired and optionally, the object type and interpretation control parameters to limit the search. Several interpretation controls are defined below to limit searches. If the object type and interpretation control parameters are not specified, Whois searches for the character string in the Name fields of the Domain object. Queries can be made as either an "exact search" or as a "partial search", both of which are insensitive to the case of the input string.

By default, if multiple matches are found for a query, then a summary of all the matching results is presented. A second query is required to retrieve the specific details of one of the matching records.

If only a single match is found, then full details will be provided. Full detail consists of the data in the matching object as well as the data in any associated objects. Additional information and samples of the various types of Whois result records are available in the section below.

Query Controls

Whois query controls fall into two categories: those that specify the type of field and those that modify the interpretation of the input or determine the type of output to provide.

Object Type Control

The following keywords restrict a search to a specific object type:

Domain:	Search only domain objects. The input string is searched in the Name field.
Host:	Search only name server objects. The input string is searched in the Name field and the IP Address field.

Contact:	Search only contact objects. The input string is searched in the ID field.
Registrar:	Search only registrar objects. The input string is searched in the Name field.

By default, if no object type control is specified, then the Name field of the Domain object is searched.

Interpretation

The following keywords modify the interpretation of the input or determine the level of output to provide:

ID:	Search on ID field of an object. This applies to Contact IDs and Registrar IDs.
Full or '=':	Always show detailed results, even for multiple matches
Summary or SUM:	Always show summary results, even for single matches
'%':	Used as a suffix on the input, will produce all records that start with that input string
'_':	Used as a suffix on the input, will produce all records that start with that input string and have one and only one additional character

By default, if no interpretation control keywords are used, the output will include full details if a single record is found and a summary if multiple matches are found.

Query Examples

Domain Record

A Whois query that results in domain information will return the following example fields from the Domain object and the associated data from host and contact objects. This set of data is also referred to as the Domain Record.

Registry Whois Outputs

The following output is an example of a Whois response for a domain record. The Registry Operator will not be required to post Whois Output Fields that are not required for posting in the Registrar Accreditation Agreement.

Input:

WHOISDOMAIN.PRO

-or-

domain WHOISDOMAIN.PRO

Output:

Domain ID:D5353344-LRMS
Domain Name:WHOISDOMAIN.PRO
Created On:01-Jan-2005 04:00:00 UTC
Last Updated On:10-Jan-2005 20:25:23 UTC
Expiration Date:01-Jan-2007 04:00:00 UTC
Sponsoring Registrar:EXAMPLE REGISTRAR LLC (R63-LRMS)
Status:DELETE PROHIBITED
Status:RENEW PROHIBITED
Status:TRANSFER PROHIBITED
Status:UPDATE PROHIBITED
Registrant ID:5372808-ERL
Registrant Name:EXAMPLE REGISTRAR REGISTRANT
Registrant Organization:EXAMPLE REGISTRANT ORGANIZATION
Registrant Street1:123 EXAMPLE STREET
Registrant City:ANYTOWN
Registrant State/Province:AP
Registrant Postal Code:A1A1A1
Registrant Country:EX
Registrant Phone:+1.1235551234
Registrant Email:EMAIL@EXAMPLE.COM
Admin ID:5372809-ERL
Admin Name:EXAMPLE REGISTRAR ADMINISTRATIVE
Admin Organization:EXAMPLE REGISTRANT ORGANIZATION
Admin Street1:123 EXAMPLE STREET
Admin City:ANYTOWN
Admin State/Province:AP
Admin Postal Code:A1A1A1
Admin Country:EX
Admin Phone:+1.1235551234
Admin Email:EMAIL@EXAMPLE.COM
Billing ID:5372810-ERL
Billing Name:EXAMPLE REGISTRAR BILLING
Billing Organization:EXAMPLE REGISTRANT ORGANIZATION
Billing Street1:123 EXAMPLE STREET
Billing City:ANYTOWN
Billing State/Province:AP
Billing Postal Code:A1A1A1
Billing Country:EX
Billing Phone:+1.1235551234
Billing Email:EMAIL@EXAMPLE.COM

Tech ID:5372811-ERL
Tech Name:EXAMPLE REGISTRAR TECHNICAL
Tech Organization:EXAMPLE REGISTRAR LLC
Tech Street1:123 EXAMPLE STREET
Tech City:ANYTOWN
Tech State/Province:AP
Tech Postal Code:A1A1A1
Tech Country:EX
Tech Phone:+1.1235551234
Tech Email:EMAIL@EXAMPLE.COM
Name Server:NS01.EXAMPLEREGISTRAR.PRO
Name Server:NS02.EXAMPLEREGISTRAR.PRO

Nameserver Record

A Whois query that results in Nameserver information will return the following. This set of information is referred to as the Nameserver Record.

Input:

host NS01.EXAMPLEREGISTRAR.PRO

-or-

host 192.168.0.100

Output:

Host ID:H123456-LRMS
Host Name:NS01.EXAMPLEREGISTRAR.PRO
Sponsoring Registrar:R123-LRMS
Created On:01-Jan-2005 20:21:50 UTC
Last Updated On:01-Jan-2005 20:22:58 UTC
IP Address:192.168.0.100

Contact Record

A Whois query that results in contact information will return the following. This set of information is referred to as the Contact Record.

Input:

contact CNT-2222

Output:

Contact ID:CNT-2222
Sponsoring Registrar:R1234-LRMS
Name:EXAMPLE CONTACT
Organization:EXAMPLE ORGANIZATION LLC
Street1:123 EXAMPLE STREET
City:ANYTOWN
Postal Code:A1A1A1
Country:EX
Phone:+1.4443331234
Email:EMAIL@EXAMPLE.COM
Created On:01-Jan-2005 14:33:12 UTC

Registrar Record

A Whois query that results in Registrar information will return the following. This set of information is referred to as the Registrar Record.

Input:

Whois registrar EXAMPLE REGISTRAR LLC

Output:

Registrar ID:FDRD-DR
Registrar GUID:99
Registrar Organization:EXAMPLE REGISTRAR LLC
Street1:123 EXAMPLE STREET
City:ANYTOWN
Postal Code:A1A1A1
Country:EX
Phone:+1.4443331234
Email:EMAIL@EXAMPLE.COM
Created On:01-Jan-2005 16:50:58 UTC
Last Updated On:10-Jan-2005 15:34:36 UTC
Status:OK

2. Whois Provider Data Specification

If requested by ICANN, Registry Operator will provide bulk access to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the .PRO TLD on a daily schedule. This is only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN (the "Designated Recipient").

The specification of the content and format of this data, and procedures for providing access, will be as stated below, until changed according to the Registry Agreement.

Content

The data sets will consist of files containing the following:

1. Registrar objects. The registrar object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)
Contact ID of Registrar
Registrar Administrative Contacts
Registrar Technical Contacts
Registrar Billing Contacts
Registrar URL
Registrar Creation Date
Registrar Last Updated Date

2. Contact objects. The contact object corresponds to a single contact (whether registrant, administrative, technical or billing contact). The contact object includes the following data:

Contact ID
Contact Name
Contact Organization
Contact Address, City, State/Province, Country
Contact Postal Code
Contact Phone, Fax, E-mail

3. Nameserver objects. A nameserver object corresponds to a single registered nameserver. The nameserver object includes the following data:

Name Server ID
Name Server Host Name
Name Server IP Addresses if applicable
Current Registrar
Name Server Creation Date
Name Server Last Updated Date

4. Domain objects. The domain object corresponds to a single Registered Name. Each domain object includes the following data:

Domain ID
Domain Name
Sponsoring Registrar

Domain Status
All contact information (including all details) with at least one each of:

- Registrant
- Administrative
- Technical
- Billing

All nameservers associated with this domain
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date

Format

The format for the above files shall be as specified by ICANN, after consultation with Registry Operator.

Procedures for Providing Access

The procedures for providing daily access shall be as mutually agreed by ICANN and Registry Operator. In the absence of an agreement, the files shall be provided by Registry Operator sending the files in encrypted form to the party designated by ICANN by Internet File Transfer Protocol.

Whois Data Specification – ICANN

If requested by ICANN, Registry Operator shall provide bulk access by ICANN to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Registry TLD on a daily schedule, only for purposes of verifying and ensuring the operational stability of Registry Services and the DNS. The specification of the content and format of this data, and the procedures for providing access, shall be as stated below, until changed according to the Registry Agreement.

Content

The data sets will consist of files containing the following:

1. Registrar objects. The registrar object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)
Contact ID of Registrar
Registrar Administrative Contacts
Registrar Technical Contacts
Registrar Billing Contacts

Registrar URL
Registrar Creation Date
Registrar Last Updated Date

2. Contact objects. The contact object corresponds to a single contact (whether registrant, administrative, technical or billing contact). The contact object includes the following data:

Contact ID
Contact Name
Contact Organization
Contact Address, City, State/Province, Country
Contact Postal Code
Contact Phone, Fax, E-mail

3. Nameserver objects. A nameserver object corresponds to a single registered nameserver. The nameserver object includes the following data:

Name Server ID
Name Server Host Name
Name Server IP Addresses if applicable
Current Registrar
Name Server Creation Date
Name Server Last Updated Date

4. Domain objects. The domain object corresponds to a single Registered Name. Each domain object includes the following data:

Domain ID
Domain Name
Sponsoring Registrar
Domain Status
All contact information (including all details) with at least one each of:

- Registrant
- Administrative
- Technical
- Billing

All nameservers associated with this domain
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date

Format

The format for the above files shall be as specified by ICANN, after consultation with Registry Operator.

Procedures for Providing Access

The procedures for providing daily access shall be as mutually agreed by ICANN and Registry Operator. In the absence of an agreement, an up-to-date version (encrypted using a public key supplied by ICANN) of the files shall be placed at least once per day on a designated server and available for downloading by ICANN by Internet File Transfer Protocol.

.PRO Agreement Appendix 6
List of Reserved TLD Strings

Registry Operator shall reserve names formed with the following labels from initial (i.e. other than renewal) registration within the TLD:

A. Labels Reserved at All Levels. The following names shall be reserved at the second level and at all other levels within the TLD at which Registry makes registrations:

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab
- iana
- iana-servers
- iesg
- ietf
- irtf
- istf
- lacnic
- latnic
- rfc-editor
- ripe
- root-servers

B. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level:

- All single, two-character, and three-character labels that were previously reserved by the Registry in the Registry Agreement may be allocated through ICANN

accredited registrars, based upon implementation of a Phased Allocation Program as follows:

The domain names included within the scope of the Phased Allocation Program shall be limited to one, two, and three character .PRO domain names. RegistryPro reserves the right to not allocate all one, two and three character .PRO domain names. Pursuant to the Phased Allocation Program, RegistryPro may elect to allocate the domain names via the following processes: 1) request for proposals based on evaluation criteria, 2) auction, or 3) first come, first served registration.

The domain names allocated via the Phased Allocation Program are an exception to the Maximum Service Fee described in Section 7.3 (a) of the .PRO Registry Agreement.

C. Tagged Domain Names. All labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n")

D. Second-Level Reservations for Registry Operations. The following names are reserved for use in connection with the operation of the registry for the .pro TLD:

- nic
- whois
- www

E. Names Reserved by Registry Operator. The registry may directly reserve domain names within the .pro domain for its own use in operating the registry and providing Registry Services under the Registry Agreement. The following is an initial list of such domain names, which may be revised or supplemented from time to time upon written notice by RegistryPro to ICANN, and consent by ICANN.

directory.pro
directorypro.pro
d-i-r-e-c-t-o-r-y-p-r-o.pro
dns.pro
d-o-t.pro
dotpro.pro
d-o-t-p-r-o.pro
dotprodirectory.pro
d-o-t-p-r-o-d-i-r-e-c-t-o-r-y.pro
globaldirectory.pro
g-l-o-b-a-l-d-i-r-e-c-t-o-r-y.pro
http.pro
prodirectory.pro
prodomain.pro
p-r-o-d-o-m-a-i-n.pro
p-r-o-d-o-m-a-i-n-d-i-r-e-c-t-o-r- y.pro
prodomains.pro

p-r-o-d-o-m-a-i-n-s.pro
prosearch.pro
registry.pro
r-e-g-i-s-t-r-y.pro
registrypro.pro
r-e-g-i-s-t-r-y-p-r-o.pro
registryprodirectory.pro
r-e-g-i-s-t-r-y-p-r-o-d-i-r-e-c-t-o-r-y.pro
searchdotpro.pro
tld.pro
topleveldomain.pro

.PRO Agreement Appendix 7
Functional and Performance Specifications

These functional specifications for the Registry TLD consist of the following parts:

1. Registry Operator Registrar Protocol;
2. Supported initial and renewal registration periods;
3. Grace period policy;
4. Nameserver functional specifications;
5. Patch, update, and upgrade policy; and
6. Performance Specifications

1. Registry Operator Registrar Protocol

1.1 Standards Compliance
Registry Operator shall implement and comply with relevant existing RFCs and those published in the future by the Internet Engineering Task including all successor standards, modifications or additions thereto relating to (i) Internet protocol (including Extensible Provisioning Protocol), the DNS and nameserver operations including without limitation RFCs 3735, 3915, and 4390-4394; and (ii) registration data publication operations for top-level domain registries in conformance with RFCs 1033, 1034, 1035, and 2182.

If Registry Operator implements Domain Name System Security Extensions ("DNSSEC"), it shall comply with RFCs 4033, 4034, and 4035 and their successors; and should follow the best practices described in RFC 4641. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors.

2. Supported initial and renewal registration periods

a. Initial registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years.

b. Renewal registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms not exceeding a total of ten years.

c. Upon change of sponsorship of the registration of a Registered Name from one registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between Registrars, the term of registration of the Registered Name shall be extended by one year, provided that the maximum term of the registration as of the effective date of the sponsorship change shall not exceed ten years.

d. The change of sponsorship of registration of Registered Names from one registrar to another, according to Part B of the ICANN Policy on Transfer of Registrations between Registrars shall not result in the extension of the term of the registration and Registry Operator may assist in such change of sponsorship.

3. Grace and Pending Period Policy

This section describes Registry Operator's practices for operational "Grace" and "Pending" periods, including relationships among sequential operations that occur within given time frames. A *Grace Period* refers to a specified number of calendar days following a Registry operation in which a domain action may be reversed and a credit may be issued to a registrar. Relevant registry operations in this context are:

- Registration of a new domain,
- Extension of an existing domain,
- Auto-Renew of an existing domain;
- Transfer of an existing domain; and
- Deletion of an existing domain.
- Restore of a deleted domain

Extension of a registration period is accomplished using the EPP RENEW command or by auto-renewal; registration is accomplished using the EPP CREATE command; deletion is accomplished using the EPP DELETE command; transfer is accomplished using the EPP TRANSFER command or, where ICANN approves a bulk transfer under Part B of the ICANN Policy on Transfer of Registrations between Registrars, using the procedures specified in that Part. Restore is accomplished either by using the Restore screen in the web-based administrative site, or by using the EPP RENEW command with the RGP extension; provided, however, that in the case of (i) Bulk Transfers under Part B of the ICANN Policy on Transfer of Registrations between Registrars and (ii) Large Incidents, Restore may be accomplished by e-mail or fax using a Restore Request Form as specified by Registry Operator.

There are five grace periods provided by Registry Operator's Shared Registration System: *Add Grace Period, Renew/Extend Grace Period, Auto-Renew Grace Period, Transfer Grace Period, and Redemption Grace Period*.

A *Pending Period* refers to a specified number of calendar days following a Registry operation in which final Registry action is deferred before the operation may be completed. Relevant Registry operations in this context are:

- Transfer of an existing domain,
- Deletion of an existing domain, and
- Restore of a domain name in Redemption Grace Period.

3.1 Grace Periods

3.1.1 Add Grace Period

The *Add Grace Period* is a specified number of calendar days following the initial registration of a domain. The current value of the *Add Grace Period* for all registrars is five calendar days. If a Delete, Renew/Extend, or Transfer operation occurs within the five calendar days, the following rules apply:

Delete. If a domain is deleted within the *Add Grace Period*, the sponsoring Registrar at the time of the deletion is credited for the amount of the registration; provided, however, that Registry Operator shall have the right to charge Registrars a fee as set forth on Exhibit A to the Registry-Registrar Agreement for excess deletes during the *Add Grace Period*. The domain is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 3.2 for a description of overlapping grace period exceptions.

Excess Deletes: An Excess Deletion Fee will be charged pursuant to Appendix 8, Exhibit A of the Registry Agreement when the number of deleted registrations within the five-day add grace period is in excess of ninety percent (90%) of the total number of initial registrations made by the registrar over a relevant time period as determined by PIR.

Renew/Extend. If a domain is renewed/extended within the *Add Grace Period*, there is no credit for the add. The account of the sponsoring Registrar at the time of the extension will be charged for the initial add plus the number of years the registration is extended. The expiration date of the domain registration is extended by the number of years, up to a total of ten years, as specified by the registrar's requested Renew/Extend operation.

Transfer (other than ICANN-approved bulk transfer). Transfers under Part A of the ICANN Policy on Transfer of Registrations between Registrars may not occur during the *Add Grace Period* or at any other time within the first 60 days after the initial registration. Enforcement is the responsibility of the Registrar sponsoring the domain name registration and is enforced by the SRS.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Add Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the initial add.

3.1.2 Renew/Extend Grace Period

The *Renew/Extend Grace Period* is a specified number of calendar days following the renewal/extension of a domain name registration period. The current value of the *Renew/Extend Grace Period* is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

Delete. If a domain is deleted within the *Renew/Extend Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The domain is deleted from the Registry database and is moved to the Redemption Grace Period (that is, to the status: Pending Delete – Restorable). See Section 3.2 for a description of overlapping grace period exceptions.

Renew/Extend. A domain registration can be extended within the *Renew/Extend Grace Period* for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the *Renew/Extend Grace Period*, there is no credit. The expiration date of the domain registration is extended by one year and the years added as a result of the Extend remain on the domain name up to a total of 10 years.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Renew/Extend Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Renew/Extend operation.

3.1.3 Auto-Renew Grace Period

The *Auto-Renew Grace Period* is a specified number of calendar days following an auto-renewal. An auto-renewal occurs if a domain name registration is not renewed by the expiration date; in this circumstance the registration will be automatically renewed by the system the first day after the expiration date. The current value of the *Auto-Renew Grace Period* is 45 calendar days. If a Delete, Extend, or Transfer occurs within the *Auto-Renew Grace Period*, the following rules apply:

Delete. If a domain is deleted within the *Auto-Renew Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the Auto- Renew fee. The domain is deleted from the Registry database and is moved to the Redemption Grace Period (that is, to the status: Pending Delete – Restorable). See Section 3.2 for a description of overlapping grace period exceptions.

Renew/Extend. A domain can be extended within the *Auto-Renew Grace Period* for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the *Auto-Renew Grace Period*, the losing Registrar is credited with the Auto-Renew charge and the year added by the Auto-Renew operation is cancelled. The expiration date of the domain is extended by one year up to a total maximum of ten and the gaining Registrar is charged for that additional year, even in cases where a full year is not added because of the 10-year registration term maximum.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Auto-Renew Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Auto-Renew.

3.1.4 Transfer Grace Period

The *Transfer Grace Period* is a specified number of calendar days following the transfer of a domain according to Part A of the ICANN Policy on Transfer of Registrations between Registrars. The current value of the *Transfer Grace Period* is five calendar days. If a Delete, Renew/Extend, or Transfer occurs within that five calendar days, the following rules apply:

Delete. If a domain is deleted within the *Transfer Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The domain is deleted from the Registry database and is moved to the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

Renew/Extend. If a domain registration is extended within the *Transfer Grace Period*, there is no credit for the transfer. The Registrar's account will be charged for the number of years the registration is extended. The expiration date of the domain registration is extended by the number of years, up to a maximum of ten years, as specified by the registrar's requested Renew/Extend operation.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the *Transfer Grace Period*, there is no credit. The expiration date of the domain registration is extended by one year up to a maximum term of ten years. The ICANN Policy on Transfer of Registrations between Registrars does not allow transfers within the first 60 days after another transfer has occurred; it is registrars' responsibility to enforce this restriction.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Transfer Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Transfer operation that occurred prior to the Bulk Transfer.

3.1.5 Bulk Transfer Grace Period

There is no grace period associated with Bulk Transfer operations. Upon completion of the Bulk Transfer, any associated fee is not refundable.

3.2 Overlapping Grace Periods

If an operation is performed that falls into more that one grace period, the actions appropriate for each grace period apply (with some exceptions as noted below).

• If a domain is deleted within the Add Grace Period and the Renew/Extend Grace Period, then the Registrar is credited the registration and extend amounts, taking into account the number of years for which the registration and extend were done. The domain is removed from the Registry database and is immediately available for registration by any Registrar.

• If a domain is auto-renewed, then extended, and then deleted within the Renew/Extend Grace Period, the registrar will be credited for any Auto-Renew fee charged and the number of years for the extension. The years that were added to the domain's expiration as a result of the auto-renewal and extension are removed. The deleted domain is moved to the Redemption Grace Period (that is, to the status: Pending Delete -- Restorable).

3.2.1 Overlap Exception

• If a domain is deleted within one or several Transfer Grace Periods, then only the current sponsoring Registrar is credited for the transfer amount. For example, if a domain is transferred from Registrar A to Registrar B and then to Registrar C and finally deleted by Registrar C within the Transfer Grace Period of the first and second transfers, then only the last transfer is credited to Registrar C.

• If a domain registration is extended within the Transfer Grace Period, then the current Registrar's account is charged for the number of years the registration is extended.

Note: If several billable operations, including a transfer, are performed on a domain and the domain is deleted within the grace periods of each of those operations, only those operations that were performed after the latest transfer, including the latest transfer, are credited to the current Registrar.

3.3 Pending Periods

3.3.1 Transfer Pending Period

The *Transfer Pending Period* is a specified number of calendar days following a request from a registrar (registrar A) to transfer a domain in which the current registrar of the domain (registrar B) may explicitly approve or reject the transfer request. The current value of the *Transfer Pending Period* is five calendar days for all registrars. The transfer will be finalized upon receipt of explicit approval or rejection from the current registrar (registrar B). If the current registrar (registrar B) does not explicitly approve or reject the request initiated by registrar A, the registry will approve the request automatically after the end of the *Transfer Pending Period*. During the *Transfer Pending Period*:

a. EPP TRANSFER request or EPP RENEW request is denied.

b. AUTO-RENEW is allowed.

c. EPP DELETE request is denied.

d. Bulk Transfer operations are allowed.

e. EPP UPDATE request is denied.

After a transfer of a domain, the EPP TRANSFER request may be denied for 60 days.

3.3.2 Pending Delete Period

A domain name is placed in PENDING DELETE status if it has not been restored during the Redemption Grace Period. A name that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a domain in PENDING DELETE status will be rejected. A domain name is purged from the registry database a specified number of calendar days after it is placed in PENDING DELETE status. The current length of this Pending Delete Period is five calendar days.

4. Nameserver functional specifications

Nameserver operations for the Registry TLD shall comply with RFCs 1034, 1035, and 2182.

5. Patch, update, and upgrade policy

Registry Operator may issue periodic patches, updates or upgrades to the Software, EPP or APIs ("Licensed Product") licensed under the Registry- Registrar Agreement (the "Agreement") that will enhance functionality or otherwise improve the Shared Registration System under the Agreement. For the purposes of this Part 5 of Appendix 7, the following terms have the associated meanings set forth herein.

1. A "Patch" means minor modifications to the Licensed Product made by Registry Operator during the performance of error correction services. A Patch does not constitute a Version.

2. An "Update" means a new release of the Licensed Product which may contain error corrections, minor enhancements, and, in certain circumstances, major enhancements.

3. An "Upgrade" means a new release of the Licensed Product which involves the addition of substantial or substantially enhanced functionality.

4. A "Version" means the Licensed Product identified by any single version number.

Each Update and Upgrade causes a change in version.

* Patches do not require corresponding changes to client applications developed, implemented, and maintained by each registrar.

* Updates may require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System.

* Upgrades require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System.

Registry Operator, in its sole discretion, will deploy Patches during scheduled and announced Shared Registration System maintenance periods.

For Updates (where client changes are not required), Registry Operator will give each registrar notice prior to deploying the Updates into the production environment. The notice shall be at least thirty (30) days.

For Updates (where client changes are required) and Upgrades, Registry Operator will give each registrar notice prior to deploying the Update or Upgrade into the production environment. The notice shall be at least ninety (90) days. Such notice will include an initial notice before deploying the Update that requires changes to client applications or the Upgrade into the Operational Test and Evaluation ("OT&E") environment to which all registrars have access. Registry Operator will maintain the Update or Upgrade in the OT&E environment for at least thirty (30) days, to allow each registrar the opportunity to modify its client applications and complete testing, before implementing the new code in the production environment. This notice period shall not apply in the event Registry Operator's system is subject to the imminent threat of a failure or a material security threat, the discovery of a major security vulnerability, or a Denial of Service (DoS) attack or any other kind of excessive load where the Registry Operator's systems are rendered inaccessible or degraded by being subject to, without limitation:

i) excessive levels of data traffic

ii) unauthorized traffic; or

iii) data traffic not conforming to the protocols used by the Registry

6. Performance Specifications

(A) Registry Operator shall use commercially reasonable efforts to provide Registry Services for the .pro TLD. The Performance Specifications, defined below, provide a means to measure Registry Operator's delivery of Registry Services and, when applicable, allow for calculation of the SLA Credits as set forth in Appendix 10 to the Agreement.

1. Conventions.

The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in IETF RFC 2119.

2. Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement.

2.1 "Core Internet Service Failure" refers to an extraordinary and identifiable event beyond the control of Registry Operator affecting the Internet services to be measured pursuant to Section 7 below. Such events include but are not limited to congestion, collapse, partitioning, power grid failures, and routing failures.

2.2 "Current Pricing Level" refers to prices charged for Registry Services.

2.3 "C1" means Category 1, a mission critical service.

2.4 "C2" means Category 2, a mission important service.

2.5 "C3" means Category 3, a mission beneficial service.

2.6 "Degraded Performance" means a service not meeting the performance requirement set forth in this document. Round-trip time is used as the basis of this metric for all services except nameservice; for nameservice packet loss and Round-trip time are used as metrics.

2.7 "Monthly Timeframe" shall mean each single calendar month beginning and ending at 0000 Coordinated Universal Time (UTC).

2.8 "Monthly Unplanned Outage Time" shall be the sum of minutes of all Unplanned Outage Time during the Monthly Timeframe. Each minute of Unplanned Outage Time subtracts from the available Monthly Planned Outage Time up to four (4) hours.

2.9 "Not Responding" means a service will be deemed as "Not Responding" in the event that the Registry Component Ping (rcPing), as described in Section 7 below, responds with a negative or degraded service response.

2.10 "Planned Outage" means the periodic pre-announced occurrences during the Service Term when the System is taken out of service for maintenance or care. Planned Outages will only be scheduled during the following window period of time each week, 1300 to 2300 UTC on Saturday (the "Planned Outage Period"). The Planned Outage Period may be changed from time to time by the Registry Operator, in its sole discretion, upon prior notice to each Registrar. Planned Outages will not exceed four (4) hours/per calendar week beginning at 0000 UTC Monday nor total more than eight (8) hours/per Monthly Timeframe. Planned Outage for a nameserver shall not coincide with or overlap Planned Outage for any other nameserver. Not withstanding the foregoing, in each calendar year Registry Operator may incur one (1) additional Planned Outage of up to eight (8) hrs in duration during the Planned Outage Period for major systems or software upgrades (an "Extended Planned Outage"). An Extended Planned Outage represents the total allowed Planned Outages for the month.

2.11 "Round-trip" means the amount of measured time, usually measured in milliseconds, that it takes for a reference query to make a complete trip from the sampling agent to the system or process being tested and back again.

2.12 "Service Availability" means when the System is operational and predictably responding in a commercially reasonable manner. By definition, neither Planned Outages nor Extended Planned Outages shall be considered or included in determining Service Availability.

2.13 "Service Unavailability" means when, as a result of a failure of systems (with respect to systems that are within the Registry Operator's control):

2.13.1 With respect to services other than Whois Service and nameservice, Registrar is unable to establish a session with the System gateway which shall be defined as:

2.13.1.1 successfully complete a TCP session start,

2.13.1.2 successfully complete the SSL authentication handshake, and

2.13.1.3 successfully complete the Extensible Provisioning Protocol ("EPP") <login> or RRP login command.

2.13.2 With respect to all services, system monitoring tools register three (3) consecutive monitoring failures on any of the components listed in Section 3–System Services.

2.13.3 Neither Planned Outages nor Extended Planned Outages shall be considered or included in determining Service Unavailability.

2.14 "SLA" means the service level agreement between Registry Operator and Registrar set forth on Appendix 10.

2.15 "SLA Credit" means those credits available to the Registrar pursuant to the SLA.

2.16 "System" shall mean the list of components listed in Section 3–System Services.

2.17 "Transaction" shall mean chargeable Registry Services, which includes initial and renewal registrations.

2.18 "Unplanned Outage Time" shall mean all of the following:

2.18.1 With respect to services other than Whois Service and nameserver resolution, the amount of time recorded between a trouble ticket first being opened by the Registry Operator in response to a Service Unavailability experienced by a Registrar through the time when the Service Unavailability has been resolved with a final fix or a temporary work around. This will be considered Service Unavailability only for those individual Registrars impacted by the Service Unavailability;

2.18.2 With respect to services other than Whois Service and nameserver resolution, the amount of time recorded between a trouble ticket first being opened by the Registry Operator in the event of Service Unavailability that affects all Registrars through the time when the Registry Operator resolves the problem with a final fix or a temporary work around;

2.18.3 With respect to all services, the amount of time that Planned Outage time exceeds the limits established in Section 2.10 above; or

2.18.4 With respect to all services, the amount of time that Planned Outage time occurs outside the window of time established in Section 2.10 above.

2.19 "Whois Service" means the Registry Operator Whois Services described in Appendix 5 of the Registry Agreement.

2.20 With respect to the use of ".pro nameservers" for definition of described testing, ".pro nameservers" will refer to those hostnames and IP addresses associated for operation of the .pro zone file delegation as listed within the root zone, and published by the Internet Assigned Numbers Authority.

3. System Services.

The following table lists, by category (C1, C2, or C3), the Registry System services for which availability and performance requirements are established. Services shall meet availability requirements according to their category, as listed in the "Cat." column below. In addition, various services must meet the performance requirements listed in the "Perf." column below. These availability and performance requirements are the subject of the Service Level Agreement (SLA) between Registry Operator and registrars as noted by the × marks below.

Component/Service	Cat.	Perf.	SLA
DNS			
• AXFR/IXFR Updates	C3	P5	×
• Resolution of queries within the .pro TLD, each nameserver	C1	P4	
Whois			
• Singular query/response	C2	P3	
Billing			
• Account balance check/modify	C2		×
• Manual balance adjust	C3		×
Admin			
• Update Registrar profile	C3		×
• Update Registrar status	C3		×
Protocol Interface			

- Add/Renew/Delete/ Update

- Transfer

- Check

C2	P1	×
C2	P6	×
C2	P2	×

4. Service Levels (Availability and Performance)

4.1 Service Level Matrix

C1	Total duration of Unplanned Outage Time of C1 class services must not exceed 20 seconds per Monthly Timeframe. This represents a Service Availability percentage of 99.999% Total duration of Planned Outages of C1 class services must not exceed the limits set forth in the definition of Planned Outage above
C2	Total duration of Unplanned Outage Time of C2 class services must not exceed 240 minutes per monthly Timeframe. This represents a Service Availability percentage of 99.45%. Total duration of Planned Outages of C2 class services must not exceed the limits set forth in the definition of Planned Outage above
C3	Total duration of Unplanned Outage Time of C3 class services must not exceed 300 minutes per Monthly Timeframe. This represents a Service Availability percentage of 99.31%. Total duration of Planned Outages of C3 class services must not exceed the limits set forth in the definition of Planned Outage above
P1	For a single-entity payload, Round-trip time should not exceed 800ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple entity payload should materially perform consistent with the behavior of multiple, single entity payload operation.
P2	For a single-entity payload, Round-trip time should not exceed 400ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple-entity payload should materially perform consistent with the behavior of multiple, single entity payload operation.
P3	For a singular query/response, Round-trip time should not exceed 800ms as measured by the system monitoring tools.
P4	Each nameserver achieves a measured Round-trip time of under 300ms and measured packet loss of under 10%. See Exhibit A for the measurement methodology.
P5	See Section 6.3 below.
P6	For a single-entity payload, Round-trip time should not exceed 1600ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple-entity payload should

materially perform consistent with the behavior of multiple, single entity payload operation.

4.2 Service Definition and Service Level Requirement

Service Attribute	Unit of Measure	Commitment
DNS service availability from any nameserver (i.e., at least one nameserver available), minimum	percentage uptime	99.999%
DNS service availability from each nameserver, minimum	percentage uptime	99.93%
DNS query response rate for all nameservers combined, minimum absolute	queries/sec	Minimum 10,000/sec
DNS query response rate for each nameserver, minimum	% of measured load (busiest hour averaged over one month) on most loaded server	300% (see RFC 2780, sec. 2.3)
Cross-network nameserver round-trip time, maximum	Milliseconds	300
Cross-network nameserver packet loss, maximum	Percentage	<10%
DNS update interval, maximum	Minutes	15
SRS service availability, minimum	percentage uptime	99.45%
SRS processing time, maximum for query operations	Milliseconds	400ms
SRS processing time, maximum for write operations	Milliseconds	800ms
SRS service planned outage duration, maximum	hours/month	8 hrs/month (includes Whois)

SRS service planned outage timeframe	days and hours	13:00-23:00 UTC Saturday
SRS service planned outage notification, minimum	days	7 days
SRS service extended planned outage timeframe	days and hours	13:00-23:00 UTC Saturday
Whois service availability, minimum	percentage uptime	99.45%
Whois query processing time, maximum	milliseconds	800 ms
Whois update interval, maximum	minutes	15
Whois service planned outage duration, maximum	hours/month	8 hrs/month (includes SRS)
Whois service planned outage timeframe	days and hours	13:00-23:00 UTC Saturday
Whois service planned outage notification, minimum	days	7 days

5. Measurement.

Except for nameserver performance measurements (P4), Registry Operator will monitor the System in accordance with the following principles.

5.1 System/Component Monitoring:

The services defined in this Appendix will be sampled and tested as to availability pursuant to the schedule attached hereto as Exhibit A.

5.2 Performance Monitoring:

The services defined in this Appendix will be sampled and tested as to their performance pursuant to the schedule attached hereto as Exhibit A. Services Not Responding within the Round-trip response times listed in Section 4 – Service Levels will be deemed suffering from Degraded Performance for the purposes of this Appendix.

Nameserver performance measurements will be conducted by ICANN according to Exhibit A.

6. Responsibilities of the Parties.

6.1 Except in the case of nameserver performance measurements, Registry Operator will perform monitoring from internally located systems as a means to verify that the availability and performance measurements of this document are being met.

6.2 The Registry Operator will update the Whois Service on a near real-time basis. During normal operation, all registration and information updates sent from a Registrar to the Registry are stored in the primary database (database A). The information in database A is replicated to a backup database (database B) at regular intervals, normally within five (5) minutes. The Whois Service uses replicated databases as its source of information. The time lag in the Whois information update is determined by the database replication interval. Whois may be serviced by multiple backup replicated databases (database B, C, D etc). The Registry Operator will notify Registrars in advance when changes to the Whois Service update schedule occur.

6.3 The Registry Operator will initiate the addition, deletion, or other modification of DNS zone information to its DNS service within 5 minutes after a Transaction. The Registry Operator will notify Registrar in advance when changes to the schedule occur. The Registry Operator will notify Registrars regarding any scheduled maintenance and unavailability of the TLD nameservers.

6.4 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the System within 24 hours in the event of a force majeure and restore full system functionality within 48 hours. Outages due to a force majeure will not be considered Service Unavailability.

7. Miscellaneous.

7.1 This Appendix is not intended to replace any term or condition in the Registry Agreement.

7.2 Dispute Resolution will be handled pursuant to the terms of the Registry Agreement.

EXHIBIT A
Sampling and Testing Schedule

The Registry Component Ping (rcPing) facility is used to determine two elements of service level agreement (SLA) compliance for the registry. The first level of compliance involves determining the availability of specific components/functions within the registry system. The second level of compliance involves determining if the components/functions are responding within a pre-determined time period.

The rcPing request is generated by a monitor (rcPing Monitor) component within the server complex. The interface/request handler which is responsible for receiving commands for the

monitored components/functions should record the time of the request arriving, ping the monitored component/function, record the stop time, determine the difference in milliseconds and respond with the integer value in milliseconds of the difference. The rcPing Monitor will time out if no response is received from the interface within a pre-determined interval. The rcPing request is specific to the component being monitored. Monitoring requests are sent independent of one another.

The following table lists the components to be monitored by the rcPing facility.

Component	Function	Interface	rcPing Command	Response Time
eppServer	AddDomain	eppServer	RcPingepp(add)	800
eppServer	renewDomain	eppServer	RcPingepp(renew)	800
eppServer	deleteDomain	eppServer	RcPingepp(delete)	800
eppServer	transferDomain	eppServer	RcPingepp(transfer)	800
eppServer	checkDomain	eppServer	RcPingepp(check)	400
radmin	updateRegistrar	Radmin	RcPingAdmin(update)	800
billingServer	checkBalance	eppServer	RcPingepp(checkBalance)	800
billingServer	updateBalance	eppServer	RcPingepp(updateBalance)	800
whois	whois	Whois	RcPingWhois(whois)	800
Dns	transfer	eppServer	RcPingepp(dnsTransfer)	800

Each component being monitored can be configured with the following:

1. The time-out threshold. A typical value for timeout is three (3) seconds.

2. The expected response time for each ping command, as listed above.

3. The interval at which the ping commands will be sent. A typical value for the sampling interval is five (5) minutes.

4. The number of consecutive failures (i.e. exceeded response times and ping time outs) that determine a non-compliance with the SLA for a single component. A typical value is three (3) consecutive failures.

The rcPing monitor will store all response time data in a database that will be archived on a daily basis.

Nameserver Availability and Performance Measurements

1. Availability of each .pro nameserver shall be measured by the rcPing utility. A nameserver that does not respond to three consecutive ping requests (pings at five-minute intervals with three-second timeouts) will be considered as Not Responding.

2. Cross-Network Nameserver Performance Requirements. Nameserver Round-trip time and packet loss from the Internet are important elements of the quality of service provided by the

Registry Operator. These characteristics, however, are affected by Internet performance and therefore cannot be closely controlled by Registry Operator. Accordingly, these requirements are not matters subject to Service Level Exceptions and credits under the Service Level Agreement (Appendix 10), but they are Registry Operator obligations under Subsection 3.1(d)(ii) of the Registry Agreement.

The committed Performance Specification for cross-network nameserver performance is a measured Round-trip time of under 300ms and measured packet loss of under 10%. Cross-network nameserver performance measurements will be conducted by ICANN at times of its choosing, in the following manner:

2.1. The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the .pro nameservers and observing the responses from the .pro nameservers. (These strings of requests and responses are referred to as a "CNNP Test".) The measuring locations will be four root nameserver locations (on the US East Coast, US West Coast, Asia, and Europe).

2.2. Each string of request packets will consist of 100 UDP packets at 10 second intervals requesting ns records for arbitrarily selected .pro second-level domains, preselected to ensure that the names exist in the Registry TLD and are resolvable. The packet loss (i.e. the percentage of response packets not received) and the average Round-trip time for response packets received will be noted.

2.3. To meet the packet loss and Round-trip-time requirements for a particular CNNP Test, all three of the following must be true:

2.3.1. The Round-trip time and packet loss from each measurement location to at least one .pro nameserver must not exceed the required values.

2.3.2. The Round-trip time to each of 75% of the .pro nameservers from at least one of the measurement locations must not exceed the required value.

2.3.3. The packet loss to each of the .pro nameservers from at least one of the measurement locations must not exceed the required value.

2.4. Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.

2.5. To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different times of the day, as well as on different days of the week). Registry Operator will be deemed to have failed to meet the cross-network nameserver performance requirement only if the .pro nameservers persistently fail (see item 1.1.3 above) the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.

2.6. In the event of persistent failure of the CNNP Tests, ICANN will give Registry Operator written notice of the failures (with backup data) and Registry Operator will have sixty days to cure the failure.

2.7. If, following that opportunity to cure, the .pro nameservers continue to persistently fail CNNP Tests and Registry Operator fails to resolve the problem within thirty days after written notice of the continuing failures, Registry Operator will be deemed not to have met its obligations under Subsection 3.1(d)(ii) of the Registry Agreement.

2.8. Sixty days before the commencement of testing under this provision, ICANN will provide Registry Operator with the opportunity to evaluate the testing tools, procedures and testing methodology to be used by ICANN. In the event that Registry Operator does not approve of such tools, procedures and testing methodology, ICANN will work directly with Registry Operator to make necessary modifications.

.PRO Agreement Appendix 8
Registry-Registrar Agreement

Registry-Registrar Agreement

This Registry-Registrar Agreement (this "Agreement") is between Registry Services Corporation dba RegistryPro, a Nevada corporation, with its principal place of business located in Chicago, IL, USA ("Registry Operator"), and [Registrar's name], a [jurisdiction and type of organization], with its principal place of business located at [Registrar's location] ("Registrar").

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system and related services, TLD nameservers, and other equipment for the .pro top-level domain and the .pro second-level domains (collectively the ".pro TLD");

WHEREAS, multiple registrars will provide Internet domain name registration services within the .pro TLD; and

WHEREAS, Registrar wishes to act as a registrar for domain names within the .pro 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, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the RRP, with the Registry System.

1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this 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 that it is confidential.

1.3. "DNS" means the Internet domain name system.

1.4. The "Effective Date" shall be the date on which this Agreement is first executed by both parties.

1.5. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.6. "Personal Data" refers to data about any identified or identifiable natural person.

1.7. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., smith.law.pro) levels, about which Registry Operator (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).

1.8. "Registered Name Holder" means the holder of a Registered Name.

1.9. The "Registrar Toolkit" comprises the items described in Exhibit A.

1.10. "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN for the operation of the .pro TLD.

1.11. "Registry Services" means services provided as an integral part of the operation of the Registry TLD, including all sub-domains in which Registered Names are registered. In determining whether a service is integral to the operation of the Registry TLD, consideration will be given to the extent to which the Registry Operator has been materially advantaged in providing the service by its designation as such under this Agreement. The development of technology, expertise, systems, efficient operations, reputation (including identification as Registry Operator), financial strength, or relationships with registrars and third parties shall not be deemed an advantage arising from the designation. Registry Services include: receipt of data concerning registration of domain names and nameservers from registrars, provision to registrars of status information relating to the Registry TLD, dissemination of TLD zone files, operation of the Registry TLD zone servers, and dissemination of contact and other information concerning domain-name and nameserver registrations in the Registry TLD. Registry Services shall not include the provisions of name service for a domain name used by a single entity under a Registered Name registered through an ICANN-Accredited Registrar.

1.12. The "Registry System" means the multiple registrar system operated by Registry Operator for Registered Names in the Registry TLD.

1.13. "RRP" means the registry-registrar protocol used by the Registry System.

1.14. "Sunrise Period" means a registration period in the period during which registered trademark and service mark owners may register their marks as domain names in order to allow them to protect their intellectual property.

1.15. "Term" shall have the meaning set forth in Subsection 9.1.

1.16. A "TLD" means a top-level domain of the DNS.

1.17. The "Verification Toolkit" may be used to verify the right of an applicant for a Registered Name to register in the .pro TLD or .pro sub-domain ("PS-SLD"), as described in Exhibit A.

1.18. "TOU" means the Terms of Use Agreement between Registrar and Registered Name Holder described in Exhibit H.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. Access to Registry System. Throughout the Term, Registry Operator shall provide Registrar with access as a registrar to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

2.2. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, the Registry Agreement, ICANN requirements, and Registry Operator requirements authorized by ICANN, Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. Provision of Toolkit; License.

2.3.1. After the Effective Date and at least seven days prior to the date on which Registrar will begin operations in the .pro TLD, Registry Operator shall provide to Registrar a copy of the Registrar Toolkit, which shall provide sufficient technical specifications to allow Registrar to interface with the Registry System and employ the features of the Registry System that are available to Registrars for purposes of offering Registry Services. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement all components owned by or licensed to Registry Operator in and to the RRP, APIs, any reference client software and any other intellectual property included in the Registrar Toolkit, as well as updates and redesigns thereof, to provide domain name registration services in the .pro TLD only and for no other purpose.

2.3.2. After the Effective Date, Registry Operator may offer additional Toolkits described in Exhibit A. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable world-wide limited license to use for the Term and purposes of this Agreement all components owned by or licensed to Registry Operator in and to the software and any other intellectual property included in such Toolkits, as well as updates and redesigns thereof, for the following purposes only and for no other purpose.

(a) Verification Toolkit: for purposes of verifying domain name registration in the .pro TLD only and for no other purpose.

(b) Additional Toolkits that Registry Operator may offer from time to time, to be provided on a basis and subject to licensing provisions in this Subsection 2.3.2 of this Agreement. Registry Operator shall promptly notify Registrar regarding the Toolkit as such Toolkit becomes available.

2.4. Changes to System. Registry Operator may from time to time make modifications to the RRP, APIs, or other software licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the RRP, APIs or software licensed hereunder. This notice period shall not apply in the event Registry Operator's system is subject to the imminent threat of failure or a material security threat, or there is the discovery of a major security vulnerability or a Denial of Service (DoS) attack where the Registry Operator's systems are rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic, or (iii) data traffic not conforming to the protocols used by the Registry Operator's system.

2.5. Engineering and Customer Service Support. Registry Operator shall provide Registrar with engineering and customer service support as set forth in Exhibit B.

2.6. Handling of Personal Data. Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar 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. Registrar shall provide all such information to holders of Registered Names it sponsors in the .pro TLD promptly upon receipt from Registry Operator. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

2.7. Service Level Agreement. Registry Operator shall issue credits to Registrar as described in, and shall otherwise comply with its obligations under, Exhibit G.

2.8. ICANN Requirements. Registry Operator's obligations hereunder are subject to modifications from time to time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements and shall require any Registered Name Holder to comply with such requirements in accordance with implementation schedules and arrangements established by ICANN or the Registry Operator.

2.9 TOU. Registry Operator shall provide to Registrar a TOU. Registry Operator shall conduct random tests on samples of registered names to ensure compliance with the terms of The TOU.

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

3.2. Registrar Responsibility for Customer Support. Registrar shall at a minimum provide (i) support to accept orders for Registered Names, including registrations, cancellations, deletions, and transfers, and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The initial form of Registrar's registration agreement is attached as Exhibit C (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is furnished to the Registry Operator fourteen (14) calendar days in advance of the use of such amended registration agreement. Registrar shall include in its registration agreement with each Registered Name Holder those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

3.4. Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, its subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from any and all claims, demands, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical and policy specifications of the Registry System that are made available to Registrar from time to time. Registrar shall be responsible for verifying the accuracy of the data submitted to the Registry Operator. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD. This Subsection 3.5 does not limit the Registry Operator's ability to directly receive data from Registered Name Holders according to Exhibit E.

3.6. Security. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Each RRP session shall be authenticated and encrypted using two-way secure socket layer protocol. Registrar agrees to authenticate every RRP client connection with the Registry System using both an X.509 server certificate issued by a commercial Certificate Authority identified by Registry Operator and its Registrar password, which it shall disclose only to its employees and contractors with a need to know and an obligation not to disclose. Registrar agrees to notify Registry Operator 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 Certificate Authority or compromised in any way. Registrar shall employ the necessary measures to prevent its access to the Registry 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 its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.7. Resolution of Technical Problems. Registrar shall 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, the APIs and the systems of Registry Operator in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.

3.8. Time. 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.

3.9. Change in Registrar Sponsoring Domain Name. Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the policy set forth in Exhibit D. When transferring sponsorship of a Registered Name to or from another registrar, Registrar shall comply with the requirements of Exhibit D.

3.10. Compliance with Terms and Conditions. Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, all of the following:

3.10.1. ICANN standards, policies, procedures, and practices for which Registry Operator has responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.10.2. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a manner consistent with the Registry Agreement and its Appendices, and consistent with ICANN's standards, policies, procedures, and practices. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Registry Operator to Registrar; and

3.10.3 the TOU.

3.11. Restrictions on Registered Names. In addition to complying with ICANN and Registry Operator standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

3.12. Service Level Agreement. Registrar shall comply with its obligations under Exhibit G.

3.13 Compliance Monitoring and Enforcement. Registrar agrees to comply with and facilitate random tests on samples of registered names to ensure compliance with the TOU. In addition, Registrar agrees to enforce the terms of the TOU as they relate to the Registered Name Holder as directed by the Registry Operator. In the event of a dispute between the Registry Operator and the Registrar, Registrar agrees to defer to the opinion of the Registry Operator.

4. FEES

4.1. Amount of Registry Operator Fees. Registrar agrees to pay Registry Operator the fees set forth in Exhibit F for initial and renewal registrations and other Registry Services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right to revise the Fees prospectively upon thirty days notice to Registrar, provided that such adjustments are consistent with Registry Operator's Registry Agreement with ICANN. In addition, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 7.2(c) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

4.2. Payment of Registry Operator Fees. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit terms accepted by Registry Operator, which acceptance will not be unreasonably withheld. Registry Operator will invoice Registrar monthly in arrears for the Fees incurred by Registrar in the month. All Fees are due immediately upon receipt of Registry Operator's invoice pursuant to the letter of credit, deposit account, or other credit terms.

4.3. Non-Payment of Fees. Registrar's timely payment of Fees is a material condition of Registry Operator's obligations under this Agreement. In the event that Registrar fails to pay its Fees within five days of the date when due, Registry Operator may do any or all of the following: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (iv) pursue any other remedy under this Agreement.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other Party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party 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 (including sub-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 confidentiality terms of this Agreement.

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is or was disclosed in the absence of a confidentiality agreement and such disclosure is or was with the Disclosing Party's prior written approval; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure; or (vi) is necessarily disclosed to verify compliance with the restrictions for registration within the .pro TLD or (vii) is required to be disclosed by order of a court of competent jurisdiction, to the extent required by the order.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the information is received or earlier, upon written agreement of the Parties.

5.1.8. 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.

5.2. Intellectual Property.

5.2.1. Subject to [Subsection 3.5](#), 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.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from any and all claims, demands, losses, costs, expenses, causes of action or other liabilities of any kind, arising out of, relating to, or otherwise in connection with any claim, suit, action, or other proceeding brought against Registry Operator or any subsidiary, affiliate, division, shareholder, director, officer, employee, accountant, attorney, insurer, agent, predecessor, successor or assignee of Registry Operator: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; (iii) relating to Registrar's failure to comply with its obligations, or breach of representations and warranties under this Agreement; (iv) relating to Registrar's access or use of the Registry System in a manner that is inconsistent with the terms of this Agreement; or (v) 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. Registry Operator shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for Registry Operator's actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator'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 awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Representation and Warranty. Registrar represents and warrants that: (i) it is a corporation, limited liability company, partnership or other form of entity, as applicable, duly incorporated, organized or formed, and validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii)

the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (iv) 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.

6.3. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6.4. Disclaimer of Warranties.

6.4.1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, REGISTRY OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE REGISTRAR TOOL KIT OR OTHER TOOL KITS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, REGISTRY OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT OR OTHER TOOL KITS WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT OR OTHER TOOL KITS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT OR OTHER TOOL KITS WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR OTHER TOOL KITS OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT, OTHER TOOL KITS, OR CERTIFICATE AND VERIFICATION SERVICES PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.4.2. Notwithstanding anything contained herein to the contrary, the Registrar Tool Kit and other toolkits are provided "as-is" and without any warranty of any kind.

7. INSURANCE

Registrar shall acquire, prior to the Effective Date, at least US$2,000,000 in comprehensive general liability insurance from a reputable insurance provider with an A.M. best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. If Registrar is providing verification and digital security services through means independent of the toolkits provided by the Registry Operator or a Competitive Toolkit Provider (see Appendix L), the amount of the insurance required shall increase to US$5,000,000. Registrar shall name Registry Operator as an additional insured and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall on Registry Operator's written request provide a copy of the insurance policy to Registry Operator.

8. DISPUTE RESOLUTION

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 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 and shall occur in Illinois, USA. 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 parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in a court located in Cook County, Illinois, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Cook County, Illinois, USA, which shall not be a waiver of this arbitration agreement.

9. TERM AND TERMINATION

9.1. Term of the Agreement; Revisions. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is sixty months after the Effective Date (the "Term"). In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination of this Agreement from Registrar within such fifteen-day period, Registrar shall be deemed to have accepted such amendment.

9.2. Termination. This Agreement may be terminated as follows:

9.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty 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.

9.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Registry Operator thirty days notice of termination.

9.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal. Notwithstanding the foregoing, Registrar may assign this Agreement pursuant to Subsection 10.1.1.

9.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 10.1.1.

9.2.5. Termination in the Event of Insolvency or 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 the laws of such insolvent or bankrupt Party's jurisdiction 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.

9.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

9.3.1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.

9.3.2. Registrar shall immediately transfer its sponsorship of all Registered Names to another Authorized Registrar in compliance with any procedures established or approved by ICANN. The Authorized Registrar receiving sponsorship of the Registered Names shall be responsible for all unpaid fees, if any, provided for in Section B of Exhibit D.

9.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

9.3.4. All Fees owing to Registry Operator shall become immediately due and payable.

9.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7, 10.9 and 10.10, and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. MISCELLANEOUS

10.1. Assignments.

10.1.1. Assignment to Successor Registry Operator. In the event the Registry Operator's Registry Agreement is terminated or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

10.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

10.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Registrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Registry Operator, which shall not be unreasonably withheld.

10.2. 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 copy to:

_____
_____
_____
_____

If to Registry Operator:

Registry Services Corporation dba RegistryPro, a Nevada corporation
425 West Randolph Street, 8th floor
Chicago, Illinois, 60606 USA
Attention: CEO
Telephone: + 1 312-416-0340
Facsimile: + 1 312-575-9916

with a copy to:

Registry Services Corporation dba RegistryPro, a Nevada corporation
425 West Randolph Street, 8th floor
Chicago, Illinois, 60606 USA
Attention: Policy Director
Telephone: + 1 312-416-0340
Facsimile: + 1 312-575-9916

10.3. Third-Party Beneficiaries. The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that it is not a third party beneficiary of the Registry Agreement and does not by reason of this Agreement obtain any rights thereunder in any respect.

10.4. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

10.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

10.6. Amendments. Except as otherwise expressly stated in this Agreement (including in Subsection 3.10.2), no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

10.7. 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. Neither 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.

10.8. 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.

10.9. Entire Agreement. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement 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.

10.10. Governing Law. This Agreement is governed by the laws of the State of Illinois, USA.

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

Registry Services Corporation dba RegistryPro, a Nevada corporation. By: Name: Matthew Buckland Title: Director, Operations	[Registrar] By: Name: Title:

Exhibit A: Registrar Toolkit

The Registrar Toolkit (RTK) is a software development kit that will support the development of a registrar software system for registering domain names within the .pro registry using the registry-registrar protocol (RRP) used in the .pro TLD registry. The RTK will consist of software and documentation as described below.

The software will consist of a working Java sample that can be used to implement the EPP protocol that is used to communicate between the registry and Registrar. The samples will illustrate how XML requests (Registration Events) can be assembled and forwarded to the registry for processing. The software will provide the Registrar with the basis for a reference implementation that conforms to the RRP.

The documentation will provide the registrar with details of the RRP protocol specification. The documentation will also include a description of the API implemented within the RTK software.

The RTK will remain under continuous development and will provide support for additional features as they become available, as well as other platform and language support. Changes to the Registry System will be made in compliance with Subsection 2.4 of this Agreement.

Registry Toolkit shall be subject to the license set forth in Subsection 2.3 of this Agreement.

ADDITIONAL TOOLKITS

Verification Toolkit: Registry Operator may offer a toolkit service to Registrar, through which Registry Operator or a sub-contractor(s) will verify all the right of an applicant for a Registered Name to register in the .pro TLD.

Additional Toolkits: If Registry Operator offers additional Toolkits from time to time, they will be provided on a similar basis and subject to similar licensing provisions as Subsection 2.3.2 of this Agreement.

Additional Policies. The Registry Operator toolkits are provided in addition to, and separate from, Registry Operator's policies and specifications for manual verifications that may be conducted by Registrar or competitive toolkits that may be used by Registrar to verify the qualifications of a .pro applicant.

Exhibit B: Engineering and Customer Service Support

Registry Operator will provide a wide range of customer service options to Registrars, including:

- Telephone and e-mail support for incidents requiring an interactive response from RegistryPro representatives.
- Web based tools allowing Registrars to obtain information about their accounts and diagnose problems they may be having with the Registry.
- Automatically generated reports.

These customer service options are intended to provide Registrars with responses to general inquiries relating to registry operations, technical support, account management, and billing and financial issues.

Each of these customer service options is described below.

Telephone and E-mail Support. Telephone and e-mail support will be provided to Registrars to allow them to inform the Registry of service-related issues and obtain information about the registry's operations or their accounts. Telephone and e-mail support services can be used to submit issues Registrars may have that cannot be addressed through other customer support avenues.

Registry Operator will provide telephone and e-mail support services for no less than eight hours per day, from 10:00 A.M. until 6:00 P.M. U.S. Eastern time Monday through Friday, excluding holidays.

Web Based Tools. Registry Operator will provide a variety of web-based tools to provide Registrars information about their accounts and diagnose problems they may be having with the Registry. Examples of the tools that will be provided include:

- Obtain information on account balances, payments received, and other billing-related information
- Generate reports in real-time, including:
  - History of transactions performed on an object within the registry
  - History of transactions performed within a specific date range
  - History of billing-related transactions performed within a specific date range
  - Identify all domain names sponsored by the requesting Registrar associated with a specified name server or contact

Automatically Generated Reports. Registry Operator will provide certain reports to all Registrars on a periodic basis. Examples of these reports include:

- All domains registered, renewed, or deleted within a specific time period by such Registrar
- All billable transactions performed within a specific time period by such Registrar
- All objects currently registered by such Registrar

Security of Customer Support. With the exception of certain simple questions that may be handled by telephone, all customer service requests will be authenticated prior to being acted upon. Each Registrar will designate certain individuals within its organization and specify the types of customer service operations it may authorize, according to Registry Operator's security policies. Requestors will be identified and authenticated through mechanisms that may include the use of passwords and call back numbers for telephone communications, the use of digital signatures for e-mail communications, or the use of passwords and IP address filters for web-based communications.

Average Call Back Times.

When Registrar emails or faxes a service request to the Customer Support Center, Registry Operator will contact Registrar based on the initial incident priority.

Priority	Call Back Time
1	20 minutes
2	1-business hour
3	1-business day
4	2-business days

Average Resolution Time

Registry Operator's goal is to provide Registrars with a rapid response and resolution to inquiries, however the following guidelines may be useful:

Priority	Average Resolution Time
1	2-business hours
2	1-business day
3	3-business days
4	5-business days

Ticket Prioritization

All incoming tickets will receive prioritization based on the reported problem. Registry Operator reserves the right to adjust the severity of an issue.

Priority 1 A priority 1 ticket is the highest priority within the Support Center system. The Center will make every reasonable effort within its control to ensure that Registrar is operational as soon as possible. Registry Operator will be in regular contact with Registrar until the problem is resolved. Typical Priority 1 issues include:

- System inoperative

Priority 2 Typically a Priority 2 ticket is for a problem that prevents the Registrar from completing non-registration business but does not cause Registrar's use of the registry to become completely inoperable. Registry Operator will make every reasonable effort to resolve the reported problem as soon as possible. Typical Priority 2 issues include:

- Domain-name resolution impacted

- Registration activities impaired
- Registrar access to Registry Services is limited
- Serious installation or upgrade issues (installation and upgrade issues may be considered Priority 1 issues if they seriously impact progress towards completion and/or production dates)

Priority 3 A Priority 3 ticket is for a problem that causes a feature or system failure that can be avoided by the Registrar applying alternative methods. Typical Priority 3 issues include the following:

- Reports will not run
- Performance problems
- Functionality issues
- Receiving error messages in the reports
- Receiving console error messages
- Exporting/importing data files failing
- Upgrade or installation planning

Priority 4 A Priority 4 ticket is for a minor problem having only a minimal impact on the Registrar's business. Typical Priority 4 issues include:

- General product questions
- Product shipment questions

Escalation

The Customer Support Center is committed to resolving all Registrar issues in a timely and efficient manner. However, in the event that Registrar is not satisfied with the support that Registry Operator is providing, there is an escalation process that Registrar may exercise.

If Registrar has not received satisfactory service from the Customer Support Center, escalate concerns through the following resources

1. Account Manager
2. Customer Support Center Director
3. Vice-President of Customer Service

Exhibit C: Registrar's Registration Agreement

[To be supplied by Registrar]

Exhibit D: Policy on Transfer of Sponsorship of Registrations Between Registrars

A. Holder-Authorized Transfers.

Registrar Requirements.

The registration agreement between 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 Registered Name with the Registrar. Beginning on the 61st day after the initial registration with 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.

A Registered Name Holder may only change its sponsoring registrar to a registrar accredited by ICANN for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement with Registry Operator ("Authorized Registrar"). For each instance where a Registered Name Holder wants to change its registrar for an existing Registered Name, the gaining Authorized 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 Authorized Registrar).

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

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

2) In those instances when the Authorized Registrar of record is being changed simultaneously with a transfer of a Registered Name from one party to another, the gaining Authorized 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.

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

c) A court order.

Before a Registered Name is transferred from one Registered Name Holder to another, the potential new Registered Name Holder must qualify for registration of the Registered Name according to the Registry Agreement (including its Appendices).

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

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

(1) the requisite authorization has been obtained from the Registered Name Holder listed in the database of the losing registrar,

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

(3) the gaining new Registered Name Holder has been verified as eligible to registered in such PS-SLD.

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, Registry Operator will transmit an e-mail notification to both registrars.

If the object does not have any of the CLIENT-NO-TRANSFER, LOCK, CLIENT-LOCK, HOLD, PENDING-VERIFICATION, or DELETE-PENDING status properties associated with it, Registry Operator shall complete the "transfer" if either:

1) the losing Registrar expressly "approves" the request, or

2) Registry Operator 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, Registry Operator 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 Registry Operator 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 the Agreement with Registry Operator for the Registry TLD.

(b) ICANN must certify in writing to Registry Operator 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, Registry Operator 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, Registry Operator will charge the gaining Registrar a one-time flat fee of US$ 50,000.

Exhibit E: Registry Operator's Operational Standards, Policies, Procedures, and Practices

Registry Operator's Operational Standards, Policies, Procedures, and Practices set forth in this Exhibit E are subject to those set forth in the relevant Appendices to the Registry Agreement.

I. Cancellation of Registered Names. Registry Operator may transfer, modify, or cancel any Registered Name (i) for violations of this Agreement and its Exhibits or (ii) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration.

II. Registrar Compliance with .pro TLD Requirements. Registrar will comply with the restrictions, requirements, and policies in Appendices J, L, and M of the Registry Agreement.

III. Additional Requirements for Registration Agreement. In addition to requiring a registration agreement with the provisions described in Subsection 3.4 of this Agreement, before the Registry Operator will accept applications for registration from Registrar, Registrar's registration agreement (see Subsection 3.3 of this Agreement) with each Registered Name Holder must include, at a minimum, the following representations, warranties, agreements, and certifications by the Registered Name Holder:

a) Represent and Warrant that the data provided in the domain name registration application is true, correct, up to date, and complete; The registrant will at all times during the term of its registration keep the information provided above up to date;

b) Represent and warrant that the registration satisfies the applicable .pro restrictions at the time of registration;

c) Represent and warrant that the registration satisfies the digital security requirements stated in Appendix 11 of the Registry Agreement;

d) Agree to be subject to the Qualification Challenge Policy and the Uniform Domain Name Dispute Resolution Policy (the "UDRP");

e) Agree not to make any representation to any person or entity that expressly or impliedly convey that the registration of the Registered Name in any way signifies or indicates that the Registered Name Holder possesses any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field;

f) Certify that the Registered Name Holder has the authority to enter into the registration agreement;

g) Agree to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 of this Agreement.

IV. Incorporation of .Pro Restrictions and Challenge Processes.

In addition, Registrar agrees to incorporate the following text (or translation of such text into relevant language) into its registration agreement:

"The Registered Name Holder acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement

(i) The Uniform Domain Name Dispute Resolution Policy, available at http://www.icann.org/dndr/udrp/ policy.htm

(ii) (For registration agreements relating to Sunrise Registrations only:)The Sunrise Period Rules and Sunrise Dispute Resolution Policy, available at http://www.registrypro.pro/sunrise.htm and http://www.icann.org/dndr/prosdrp/policy.htm;

(iii) The Qualification Challenge Policy and Rules, available at http://www.icann.org/dndr/proqcp/policy.htm and http://www.icann.org/dndr/proqcp/uniform-rules.htm;

(iv) The .pro TLD restriction requirements, available at http://www.registrypro.pro/qualifications.htm; and,

(v) Procedures for any applicable Verification Toolkit.

"The Registered Name Holder represents and warrants that, at all times during the term of domain name registration, he, she, or it meets the .pro registration requirements set forth by Registry Operator for the registration of the Registered Name Holder's registration. The Registered Name Holder is required to provide prompt notice to Registrar if it fails to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to Registered Name Holder, suspend, cancel or modify a Registered Name Holder's registration if, at any time, the Registered Name Holder fails to meet the registration requirements for such domain name."

The Registrar must require applicants for registration of Registered Names to provide evidence of qualification for a domain name in the .pro TLD. The Registrar must verify evidence of such qualification pursuant to the policies of the Registry Operator. Where a Verification Toolkit is used the Registrar must provide the authoritative copy of the domain name applicants to the toolkit provider. Once a Registered Name has been registered, the Registrar must comply with these requirements on at least an annual basis in order to confirm eligibility for a domain name in the .pro TLD.

The Qualification Challenge Policy and Rules set forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Qualification Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified for the .pro TLD. Details are provided in Appendix 11 of the Registry Agreement.

The Sunrise Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder that registered a Registered Name during the Sunrise Period ("Sunrise Registration") and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Sunrise Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified to register during the Sunrise Period or not being qualified for the .pro TLD. Sunrise Challenges will be managed by a dispute-resolution service provider approved by ICANN according to the policy posted at http://www.icann.org/dndr/prosdrp/policy.htm.

The Uniform Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

Violations of the .pro TLD restrictions may be enforced directly by or through Registry Operator.

V. Updates to Registration Information. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Operator in accordance with such timeline and specifications as Registry Operator may develop.

VI. Non-Compliance. If it comes to Registry Operator's attention that an Authorized Registrar is not complying with the restrictions and policies in this Registry-Registrar Agreement and the Registry Agreement and appendices thereto, Registry Operator will follow the process outlined below:

a) Registry Operator will send prompt electronic and written notice to such Authorized Registrar, with a copy by the same method to ICANN. A person authorized to act on behalf of such Registrar must respond in writing to the Registry Operator within fourteen (14) days with either:

i) an explanation and evidence of its compliance with all Registry Operator policies; or

ii) admission that it has not complied and provides a detailed plan, and evidence as applicable, of how it will comply within fourteen (10) days.

b) If the Authorized Registrar does not adequately respond within the fourteen (14) day period, Registry Operator will suspend such Registrar's eligibility to sponsor new Registered Names and provide electronic and written notice to the Registrar of such within seven (7) days. Registry Operator will notify ICANN in the same manner and time frame.

c) If an Authorized Registrar provides an adequate response, Registry Operator will review and make a determination about the response. Within thirty (30) days of receiving the Authorized Registrar's response, Registry Operator will notify such Registrar that either:

i) such response is sufficient, based on the Authorized Registrar's representations that any plan provided under Subsection (a)(ii) will be carried out; or

ii) is insufficient and such Registrar's authorization to sponsor .pro names will be suspended.

d) If a Registrar's authorization is suspended, the registrar may appeal the decision through an arbitration body, as described in [Section 8](#) of this Agreement.

VII. Start Up Plan.

1. Operational Test & Evaluation. Before Registrar will be allowed to join the live registration environment, it must pass Operational Test and Evaluation ("OT&E") certification. The OT&E process has two main objectives:

a) Verifying the correct operation of Registrar's client system, and Registrar's capability to operate the interface with the Registry System; and

b) Establishing the contractual and business relationship between Registrar and the Registry, in accordance with the Agreement.

Registrar will be required to pass certain tests to be eligible to go live. All tests performed during OT&E certification must be completed without errors. Registry Operator will provide the certification results in a timely manner and provide feedback if Registrar fails to successfully complete the tests. Registrar may correct its systems and re-schedule for certification. Registrar will not be limited in the number of attempts at OT&E certification. Upon successful OT&E certification, Registrar becomes eligible for operation in the live registration environment.

VIII. Reservation. Registry Operator reserves the right to deny, cancel, modify or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place a domain name on Registry Lock or Registry Hold, as appropriate, during resolution of a dispute.

Exhibit F: Fees

1. Domain-Name Registration Fee. US $6.75 per year for registrations and redirect registration service.

2. Domain-Name Renewal Fee. US $6.75 per year for renewals and redirect registration service.

3. Fees for Transfers of Sponsorship of Domain-Name Registrations. During the Term of the Registry Agreement, where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar (other than by bulk transfer), Registry Operator will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator will charge a Renewal Fee for the requested extension as provided herein. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the unexpired term of any domain-name registration. If a registration that is being transferred already has a term of nine

years or more, Registry Operator will charge a Renewal Fee for one year ("Transfer Fee"), but the unexpired term shall not exceed ten years. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

For a bulk transfer approved by ICANN under Part B of Exhibit D of this Appendix 8, Registry Operator will charge the gaining registrar US $0 (for transfers of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names).

4. Advanced Search Tools. After the Commencement-of-Service Date, Registry Operator proposes to introduce expanded query-based search ability by the appropriate parties, as determined by Registry Operator in consultation with ICANN, of Registry Data. The maximum price that Registry Operator may charge for this shall be resolved through negotiations between Registry Operator and ICANN once this service is more definitely specified.

5. Defensive Registrations. Registry Operator's Defensive Registration service is described in Appendix 11. The fee charged by Registry Operator for Defensive Registrations (the "Defensive Registration Fee") may not exceed the fees set forth in the following table:

US $ 1,500	Per Third-Level Premium Intellectual Property Defensive Registration
US $ 1,000	Per Third-Level Basic Intellectual Property Defensive Registration
US $ 1,000	Per Third-Level Standard Defensive Registration
US $2,500	Per Second-Level Intellectual Property Defensive Registration
US $2,500	Per Second-Level Defensive Registration

The Defensive Registration Fee will cover a four-year term. The ICANN-Accredited Registrar sponsoring the Defensive Registration shall pay the Defensive Registration Fee at the time of registration.

The fee that Registry Operator may charge for each Defensive Registration renewal (the "Defensive Registration Renewal Fee") in the Registry TLD during the Term of the Registry Agreement will be equivalent to the Defensive Registration Fee chargeable at that time and may not exceed the fees described above. The Defensive Registration Renewal Fee will cover a four-year term. The ICANN-Accredited Registrar sponsoring the Defensive Registration shall pay the Defensive Registration Renewal Fee in full at the time of renewal.

During the Term of the Registry Agreement, where the sponsorship of a Defensive Registration is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar (other than by bulk transfer), Registry Operator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator may charge a Defensive Registration Renewal/Transfer Fee for the requested extension, which will not exceed one-quarter of the Defensive Registration Renewal Fee described in item 4 above. The transfer shall result in an extension according to the renewal

request, subject to a ten-year maximum on the unexpired term of any Defensive Registration. If a Defensive Registration that is being transferred already has a term of nine years or more, Registry Operator may charge a Defensive Registration Renewal/Transfer Fee for one year, but the unexpired term of the Defensive Registration shall not exceed ten years. The Defensive Registration Renewal/Transfer Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Defensive Registration.

Exhibit G: Service Level Agreement

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in the Registry-Registrar Agreement.

1.1. "Available" means that a given Service is operational as described in Section 2 below.

1.2. "Billing Period" shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).

1.3. "Current Pricing Level" refers to the total price charged by Registry Operator for all new and renewal registrations of Registered Names registered by Registrar during the Billing Period, divided by the total term of those new and renewal registrations.

1.4. "DNS Point of Presence" shall mean one or more DNS name servers in a single geographic location, all responding on one or more common IP addresses.

1.5. "DNS Queries" shall mean single UDP queries of either of the following types:

1.5.1. A (host address) or

1.5.2. NS (an authoritative name server) with no more than one question section and must be made for domain names within the Registry TLD.

1.6. "DNS Service" shall mean the Domain Name Service as described in [Appendix 7 of the] the Registry Agreement.

1.7. "Measured Transaction" shall mean queries or other transactions performed and monitored by Registry Operator explicitly for the purpose of determining whether or not a Service is Available.

1.8. "Planned Outage" means the periodic pre-announced occurrences when the Services will be taken out of service for maintenance or care. Planned Outages will not exceed four (4) hours per calendar week beginning at 0000 GMT Monday, nor total more than eight (8) hours per month. Notwithstanding the foregoing, Registry Operator may incur one (1) additional Planned Outage of up to eight (8) hrs per month in duration for major systems or software upgrades ("Extended Planned Outages"). In months in which Extended Planned Outages occur, no other Planned Outages may occur.

1.9. "Round-trip" means the amount of measured time that it takes for a measured query to make a complete trip from the sampling agent, to the system or process being tested and back again. Round-trip is usually measured in seconds or fractions of seconds.

1.10. "RRP Commands" shall mean requests to check, modify, add, or delete a domain name.

1.11. "RRP Service" shall mean the Shared Registry System as described in Exhibit C of the Registry Agreement.

1.12. "Sampling Period" shall mean any one-minute period in which measurements are taken to determine whether or not a Service is Available.

1.13. "Service Level Exception" means the number of minutes of Unplanned Outage Time for a given Service in excess of the limits defined in Section 3 below.

1.14. "Service Unavailability" means when, as a result of a failure of systems within Registry Operator's control, one or more of the Services is not operating as described in Section 2 below. Service Unavailability includes both Planned Outage and Unplanned Outage Time.

1.15. "Services" shall mean the list of components listed in Section 2 below.

1.16. " SLA" means this service level agreement between Registry Operator and Registrar.

1.17. "SLA Credit" means those credits available to Registrar pursuant to the SLA.

1.18. "Unplanned Outage Time" shall mean the amount of time, other than during a Planned Outage, recorded between a trouble ticket first being opened by Registry Operator in response to a Registrar's claim of Service Unavailability for that Registrar through the time when the ticket has been closed. If Registry Operator determines that the incident described by the ticket was not the result of Service Unavailability, the time recorded by the ticket will not count towards Unplanned Outage Time. If multiple Services incur Service Unavailability simultaneously, for purposes of calculating SLA credits, only the Unplanned Outage corresponding to the Service Unavailability that results in the highest Service Level Exception for that month will be considered.

1.19. "Whois Queries" means queries for a single domain name in the .pro TLD.

1.20. "Whois Service" means the Whois Service described in Appendix 5 of the Registry Agreement.

2. Services. The following is a list of Services that can be measured by Registry Operator for performance and monitored to determine whether the Services are Available. For the purpose of SLA Credit calculations, only Services that can be actively measured are included below.

2.1. DNS Point of Presence. A DNS Point of Presence is considered to be Available during a Sampling Period if it responds to DNS Queries with a Round-trip time no greater than 300 milliseconds for 95% of all Measured Transactions within that Sampling Period.

2.2. DNS Service. The DNS Service is considered to be Available for a Sampling Period if over half of the System's DNS Points of Presence are Available for that Sampling Period.

2.3. Whois Service. The Whois Service is considered to be Available for a Sampling Period if it responds to Whois Queries with a Round-trip time no greater than 1500 milliseconds for 95% of all Measured Transactions within that Sampling Period.

2.4. RRP Service. The performance specification for RRP Commands is 1500 milliseconds for check commands and 3000 milliseconds per domain for add, modify, and delete commands. The RRP Service is considered to be Available for a Sampling Period if it responds to RRP Commands within the performance specification for 95% of all Measured Transactions within that Sampling Period.

3. Service Levels.

The Service Levels for this SLA are as follows:

DNS Service	Total duration of Unplanned Outage Time of the DNS Service shall not exceed 0 minutes per Billing Period. This represents 100% System Availability.
Whois Service	Total duration of Unplanned Outage Time of the Whois Service must not exceed 90 minutes per Billing Period. This represents 99.79% System Availability.
RRP Service	Total duration of Unplanned Outage Time of the RRP Service must not exceed 60 minutes per Billing Period. This represents 99.87% System Availability.

4. Measurement.

For purposes of this SLA, Registry Operator will monitor the Services in accordance with the following principles.

4.1. Measurement applies only to the Services that are under Registry Operator's sole control.

4.2. Measurement of all Services shall be performed locally. Internet performance is specifically not measured.

5. Credits.

5.1. Calculation of Credit. If Unplanned Outage Time for a Service exceeds the Service Levels described in Section 3 above in any Billing Period, Registry Operator will credit Registrar according to this calculation:

$$C = (amv / t) * sle$$

Where:

C = number of Transactions to be credited to Registrar for the calendar month.

amv = average month's volume (previous four calendar months total Transaction volume/4 months.)

t = time period, number of minutes per month averaged over number of days in previous four calendar months (for example, if previous four months had 30, 31, 30, and 31 days, these time periods = (30 + 31 + 30 + 31) /4 * 24 hours * 60 minutes = 43,920 minutes.)

sle = service level exception. The number of Unavailable minutes minus the number of SLA acceptable Unavailable minutes.

Example 1: Registry Operator records 15 minutes of Unplanned Outage Time for the DNS Service. The current month's volume (v) is 30,000 total names registered. Time period was 43,920 minutes. As such, Registry Operator will credit Registrar for 10.25 Transactions at the then-Current Pricing Level.

Example 2: Registry Operator records 103 minutes of Unplanned Outage Time for the Whois Service. The current month's volume (v) is 30,000 total names registered. Time period was 43,920 minutes. As such, the Service Level Exception is 13 minutes. Registry Operator will credit Registrar for 8.9 Transactions at the then-Current Pricing Level.

Example 3: Registry Operator records 20 minutes of Unplanned Outage Time for the RRP Service. The current month's volume (v) is 30,000 total names registered. Because the Unplanned Outage Time does not exceed the service levels in Section 3, no credit is granted.

5.2. Receipt of Credits - In order for Registrar to claim SLA Credits, the following procedure must be followed:

5.2.1. Issue a Request for SLA Credit. Registrar must submit a request to Registry Operator that it experienced Service Unavailability in excess of the service levels is outlined in Section 3. The request must be submitted within 14 days after the conclusion of the Billing Period for which the SLA Credits are being claimed.

5.2.2. Provide Documentation to Indicate SLA Violation. Registrar may provide documentation in the form of trouble ticket number(s) issued by the Registry Operator in response to Unplanned Outage Time.

5.2.3. Receipt of Credit. When the above steps have been completed to Registry Operator's satisfaction, Registry Operator shall notify Registrar of the SLA Credit to be issued. Credits shall be entered into Registrar's account balance and can be used immediately toward domain name registrations.

5.3. Maximum Credit. The total SLA Credits issued in any Billing Period shall not exceed twenty five percent of the dollar value of the total number of Registrations within that Billing Period.

5.4. Partial Credits. For the purposes of this SLA, any partial credit shall be rounded to the nearest tenth of a registration-year.

6. Obligations.

6.1. Registrar must report each occurrence of alleged System Unavailability to Registry Operator customer service help desk in the manner required by Registry Operator (e.g., e-mail, fax, telephone) in order for an occurrence to be treated as System Unavailability for purposes of the SLA.

6.2. Both Registrar and Registry Operator agree to use commercially reasonable efforts to establish the cause of any alleged System Unavailability.

6.3. Registrars must inform the Registry Operator any time their estimated volume of transactions (excluding check domain commands) will exceed their previous Billing Period's volume by more than 25%. In the event that(a) a Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more, (b) the Registrar's volume increases 25% or more over the previous Billing Period, and (c) the total volume of transactions (excluding check domain commands) experienced by the Registry Operator for all Registrars for that Billing Period exceeds the Registry Operator's actual volume of the previous Billing Period's transactions by more than 10%, then the Registrars failing to give such notice will not be eligible for any SLA Credits in that Billing Period. Registrars shall provide their forecasts at least 30 days prior to the first day of each Billing Period.

6.4. Registry Operator agrees to provide monthly transaction summary reports to Registrar starting no later than 120 days after the Commencement-of-Service Date.

6.5. Registry Operator will use commercially reasonable efforts to restore the critical components of the System within 48 hours in the case of a force majeure event. Outages due to a force majeure event will not be considered System Unavailability.

6.6. Registry Operator's obligations under this service level agreement are waived during the first 120 days after the Commencement-of-Service Date.

6.7. Registry Operator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

6.8. The SLA Credits will be reconciled on a quarterly basis.

6.9. The Registrar may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying service level performance and availability. The frequency of these audits will be no more than once every six month period during the term of this Agreement between Registry Operator and the Registrar.

6.10. Incident trouble tickets must be opened within a commercially reasonable period of time.

6.11. In the event that System Unavailability affects all Registrars, the Registry Operator is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

6.12. The Registry Operator will notify Registrars regarding any scheduled maintenance and unavailability of the .pro TLD root-servers.

6.13. Beginning no later than 120 days after the Commencement-of-Service Date, the Registry Operator will publish preliminary weekly Service performance and availability reports. Registry Operator will use best efforts to finalize these reports no later than 30 days after the preliminary reports are provided.

7. Miscellaneous.

7.1. This Exhibit is not intended to replace any term or condition in this Agreement.

7.2. Dispute Resolution will be handled pursuant to the terms of Subsection 8.1 of this Agreement.

7.3. Registry Operator may make modifications to this SLA from time to time.

Exhibit H: Terms of Use Agreement

Registry may modify or revise these terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the .pro name. Registry or Registrar may refuse Service to anyone at any time who does not comply with these Terms of Use. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

1. Description of Service. Registrar is an ICANN accredited registrar who has entered into an agreement with RegistryPro, an ICANN authorized registry, to provide use of domain names with the .pro extension (the "Service") under certain specified terms and conditions. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis in accordance with the Registry Agreement for the.pro TLD between ICANN and RegistryPro, and the Registry-Registrar Agreement between Registrar and RegistryPro, which agreements are available at http://www.icann.org/en/tlds/agreements/pro/. Registrar disclaims all responsibility

and liability for the availability, timeliness, security or reliability of the Service. Registry and Registrar also reserve the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

2. Professional Use. The Service is made available to you for your professional use only. As such, you agree that you are a person or entity who provides professional services and has been admitted to, licensed by, or credentialed by, and is in good standing with, a government certification body, jurisdictional licensing entity recognized by a governmental body, or professional organization, which body requires that its members be licensed, admitted or credentialed to a certifying entity and regularly verifies the accuracy of its data.

3. Verification. You must provide current, accurate identification, contact, profession specific and other information that may be required as part of the registration process and continued use of the Service. You must notify Registrar of any change to your contact, profession specific and other information. You are responsible for maintaining the confidentiality of your Service password and account.

4. Proper Use. You agree that you are responsible for your own use of the Service including all communications made using the Service and any consequences thereof. Your use of the Service is subject to your acceptance of and compliance with this Agreement, as well as the regulations applicable to you as a licensed professional. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (a) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Registrar; (b) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (c) prevent others from using the Service; (d) use the Service for any fraudulent or inappropriate purpose; (e) act in any way that violates these Terms of Use, as may be revised from time to time; or (f) facilitate use of the Service by any person or entity not a party to this Agreement. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. Registrar reserves the right, but shall have no obligation, to investigate your use of the Service and in order to determine whether a violation of the Agreement has occurred. Registrar reserves the right to provide information to third parties pursuant to a contractual or legal obligation.

5. Content of the Service. Registrar takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does Registrar have any obligation to monitor such third party content.

6. Representations and Warranties. You represent and warrant that (a) all of the information provided by you to Registrar to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

7. Indemnification. You agree to hold harmless and indemnify RegistryPro and Registrar, and each of their subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Registrar will provide you with written notice of such claim, suit or action.

8. Choice of Law; Jurisdiction. These Terms of Use will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to Illinois conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service may be brought solely in Cook County, Illinois and you consent to the jurisdiction of such courts.

.PRO Agreement Appendix 9
Approved Services

The Registry Agreement specifies a "Process for Consideration of Proposed Registry Services." The following services are specifically identified as having been approved by ICANN prior to the effective date of the Registry Agreement:

- Registration of three-character numeric names (see, http://www.icann.org/en/registries/rsep/tr-to-registrypro-11mar08.pdf and http://www.icann.org/en/minutes/minutes-30apr08.htm).
- Modification of handling of names pending verification (see, http://www.icann.org/en/registries/rsep/icann-ltr-11feb09-en.pdf).
- One, two and three-character names shall be released by the Registry Operator for registration (see, http://www.icann.org/en/minutes/resolutions-26jun09.htm#1.6) "Release and Allocation of One, Two and Three-character Names New Registry Service Proposal from .PRO Registry"

.PRO Agreement Appendix 10
Service Level Agreement (SLA)

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1. Definitions. Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in Section 6 of Appendix 7 to the Registry Agreement.

2. Credits.

2.1 C1 — If availability of C1 class services does not meet C1 Service Levels in any given calendar month, Registry Operator will credit Registrar according to this calculation;

$$C = (amv/t)*sle$$

Where:

C	=	number of Transactions to be credited to Registrar for the calendar month.
amv	=	average month's volume (previous four calendar months total Transaction volume/4 months).
t	=	time period, number of minutes per month averaged over number of days in previous four calendar months (for example, if previous four months had 30, 31, 30, 31 days, these time period = (30 + 31 + 30 + 31)/4 * 24 hours * 60 minutes = 43,920 minutes).
sle	=	service level exception. The number of Unavailable minutes minus the number of SLA acceptable Unavailable minutes.

Example:

Registry Operator records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and time period was 43,920 minutes. As such, Registry Operator will credit Registrar for 10.25 Transactions at the then Current Pricing Level.

2.2 C2 — If availability of C2 class services does not meet C2 Service Levels in any given calendar month, Registry Operator will credit Registrar according to this calculation;

$$C = (amv/t)*sle * 60\%$$

Where:

C	=	number of Transactions to be credited to Registrar for the calendar month.
amv	=	average month's volume (previous four calendar months total Transaction volume/4 months).
t	=	time period, number of minutes per month averaged over number of days in previous four calendar months (see example in Subsection 2.1).
sle	=	service level exception. The number of Unavailable minutes minus the number of SLA acceptable Unavailable minutes.
60%	=	priority adjustment.

Example:

Registry Operator records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and time period was 43,920 minutes. As such, Registry Operator will credit Registrar for 6.15 Transactions at the then Current Pricing Level.

2.3 C3 — If availability of C3 services does not meet C3 Service Levels in any given calendar month, Registry Operator will credit Registrar according to this calculation;

$$C = (amv/t)*sle * 30\%$$

Where:

C	=	number of Transactions to be credited to Registrar for the calendar month.
amv	=	average month's volume (previous four calendar months total Transaction volume/4 months).
t	=	time period, number of minutes per month averaged over number of days in previous four calendar months (see example in Subsection 2.1).
sle	=	service level exception. The number of Unavailable minutes minus the number of SLA acceptable Unavailable minutes.
30%	=	priority adjustment.

Example:

Registry Operator records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and the time period

was 43,920 minutes. As such, Registry Operator will credit Registrar for 3.07 Transactions at the then Current Pricing Level.

2.4 Degraded Performance — If the performance of the transactive systems (OpenXRS API, Whois) does not meet the performance expectations outlined in Service Levels over the calendar month in question, Registry Operator will credit Registrar according to this calculation;

$$C = (amv/t)*sle * 7.5\%$$

Where:

C	=	number of Transactions to be credited to Registrar for the calendar month.
amv	=	average month's volume (previous four calendar months total Transaction volume/4 months).
t	=	time period, number of minutes per month averaged over number of days in previous four calendar months (see example in Subsection 2.1).
sle	=	service level exception. The number of Degraded Performance minutes.
7.5%	=	priority adjustment.

Example:

Registry Operator records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and time period was 43,920 minutes. As such, Registry Operator will credit Registrar for 0.77 Transactions at the then Current Pricing Level.

2.5 Receipt of Credits — In order for Registrars to claim credits, the following procedure must be followed:

2.5.1 Issue a Request for SLA Credits.

The claiming Registrar must make a request for credits to Registry Operator within 7 days of the SLA violation claiming that it experienced downtime or degraded performance in excess of what is outlined in Appendix 7.

2.5.2 Provide documentation to indicate SLA violation.

A Registrar must provide documentation in the form of either:

2.5.2.1 Registrar initiated notification(s) to the Registry Operator of a down time that exceeded SLA limits, including the trouble ticket number issued by the Registry Operator. The closing ticket(s) should be included as well in order to determine the total downtime (unless the closing ticket includes this); or

2.5.2.2 Notification from the Registry Operator (with trouble ticket number attached) of down time or degraded performance. The closing ticket(s) should be included as well in order to determine the total downtime (unless the closing ticket includes this).

2.5.2.3 Confirmation of SLA violation:

Upon the request of the Registry Operator, the claiming Registrar must provide reasonably available server and/or application logs demonstrating a violation of the SLA limits. The Registrar is expected to demonstrate response times from point of entry into the registry server complex to point of exit from the registry server complex. This will exclude any time taken by establishing a TCP connection, the SSL handshake and EPP/RRP logon to the registry.

2.5.3 Justification of Volume.

In order to calculate credits, the Registrar should include volume figures for the past four (4) calendar months, and a certification that these numbers accurately reflect the LEAST registration activity that would be covered during the affected SLA outage.

2.5.4 Receipt of Credit.

When the above steps have been completed to the Registry Operator's satisfaction, the Registry Operator shall provide notification of the number of credits that will be entered in the Registrar's account balance and that can be used immediately toward registrations in the Registry. Under no circumstances shall credits be applied when the availability problems are caused by network providers and/or the systems of individual Registrars.

3. Responsibilities of the Parties.

3.1 The affected ICANN-Accredited Registrar shall assist Registry Operator by reporting each occurrence of alleged Service Unavailability to Registry Operator customer service help desk in the manner required by Registry Operator (i.e., e-mail, fax or telephone) in order for an occurrence to be treated as Service Unavailability for purposes of this SLA. Registry Operator will treat all system performance problems in order of decreasing severity and fix them within a commercially reasonable period of time. Incidents flagged by the measurement system will also qualify as ticketed events and will be classed as Unavailability.

3.2 Registry Operator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

3.3 The SLA will be reconciled on a quarterly basis.

3.4 The Registrar will have the option to choose which of the credit calculations described in Section 2 of the SLA will apply where service level credit overlaps occur. There can be several types of credits over the same calendar month, but the Registrar can only claim one type of refund for each event.

3.5 Registry Operator will not attempt to discern what discount levels were in effect at the specific time of a service level exception, but rather use the discount level in effect at the time the credits issue. All service level credits will be paid out using the appropriate discounts and rate levels reflected by the then current rate schedule.

3.6 The Registrar may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying service level performance. The frequency of these audits will be no more than once every six-month period during the term of the Registry-Registrar Agreement between Registry Operator and the Registrar.

3.7 Incident trouble tickets must be opened within a commercially reasonable period of time.

3.8 In the event that Service Unavailability affects all Registrars, the Registry Operator shall use commercially reasonable efforts to open a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

3.9 Both Registrar and the Registry Operator agree to use reasonable commercial good faith efforts to establish the cause of any alleged Service Unavailability. If it is mutually determined to be a Registry Operator problem, the issue will become part of the Unplanned Outage Time.

3.10 Registrars must inform the Registry Operator in writing or by opening a ticket any time their estimated volume of transactions (excluding check domain commands), will exceed their previous calendar month's volume by more than 25%. In the event that a Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more and the Registrar's volume increases 25% or more over the previous month, and should the total volume of transactions added by the Registry Operator for all Registrars for that month exceed the Registry Operator's actual volume of the previous month's transactions by more than 10%, then the Registrar(s) failing to give such notice will not be eligible for any SLA Credits in that Monthly Timeframe. Registrars shall provide their forecasts at least 30 days prior to the first day of the next calendar month. In addition, the Registry Operator agrees to provide monthly transaction summary reports starting no later than 60 days after the Commencement-of-Service Date.

3.11 The Registry Operator will notify Registrar of Planned Outages outside the Planned Outage Period at least 7 days in advance of such Planned Outage. In addition, Registry Operator will use reasonable commercial good faith efforts to maintain an accurate 30 day advance schedule of possible upcoming Planned Outages.

3.12 The Registry Operator will update the Whois Service on a near real-time basis. During normal operation, all registration and information updates sent from a Registrar to the Registry are stored in the primary database set (database A). The information in database A is replicated to a backup database set at regular intervals, normally within five (5) minutes. The Whois Service uses replicated databases as its source of information. The time lag in the Whois information update is determined by the database replication interval. The Registry Operator will notify Registrars in advance when changes to the Whois Service update schedule occur.

3.13 The Registry Operator will initiate the addition, deletion or other modification of DNS zone information to its DNS service within 5 minutes after a Transaction. The Registry Operator will notify Registrar in advance when changes to the schedule occur. The Registry Operator will notify Registrars regarding any scheduled maintenance and unavailability of the TLD nameservers.

3.14 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the System within 48 hours in the event of a force majeure. Outages due to a force majeure will not be considered Service Unavailability.

3.15 The Registry Operator will provide Service Availability percentages during each Monthly Timeframe as listed in Section 6(A)4.1 — Service Level Matrix of Appendix 7.

4. Miscellaneous.

4.1 This Appendix is not intended to replace any term or condition in the Registry-Registrar Agreement.

4.2 Dispute Resolution will be handled pursuant to the arbitration provisions of the Registry-Registrar Agreement.

4.3 Registry Operator may make modifications to this SLA from time to time only with the mutual written consent of ICANN and Registry Operator, which neither party shall withhold without reason.

.PRO Agreement Appendix 11
Registration Restrictions

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1. Overview. The following types of registrations within the .pro top-level domain (TLD) are available to qualified persons and entities: Registered Names (i.e. domain names), Premium Intellectual Property Defensive Registrations, Basic Intellectual Property Defensive Registrations, and Standard Defensive Registrations. "Registered Items" means, collectively, Registered Names, and Defensive Registrations.

Registered Names are restricted to persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services within a stated geographic region (a "Licensing Jurisdiction"). Premium and Basic Intellectual Property Defensive Registrations (collectively, "Intellectual Property Defensive Registrations") are restricted to trademark or service mark holders with valid and enforceable trademark or service mark registrations of national effect. Standard Defensive Registrations are restricted to persons and entities that are credentialed by appropriate entities to provide professional services (as described in Section 5 of this Appendix 11)." For the purposes of this Appendix 11, "Defensive Registrations" refers collectively to Intellectual Property Defensive Registrations and Standard Defensive Registrations.

Domain names in the .pro TLD may be registered on the second or the third level, in the following ways:

- second-level registrations under .pro in the case where the registrant provides professional services that meet eligibility requirements as specified in this Appendix 11.
- third level registrations in one of the PS-SLDs under .pro where the registrant provides services in a profession that matches the eligibility requirements for PS-SLDs. The PS-SLDs will be introduced in a phased manner.

Registrants of Registered Names and Defensive Registrations in the .pro TLD will be required to certify that they meet the qualifications set forth in this Appendix11. Qualifications for registration of Registered Names will be verified and periodically re-verified in accordance with this Appendix 11,. Qualifications for Defensive Registrations will not be subject to verification or re-verification. Qualifications for both Registered Names and Standard Defensive Registrations, however, will be subject to challenge under the Qualification Challenge Policy described in Section 11 herein.

Because the eligibility for Registered Names within .pro may be verified, they may only be registered by persons or entities that are licensed or credentialed to provide professional services.

The Registry Operator will operate the .pro TLD and its PS-SLDs in consultation with an Advisory Board and constituent PS-SLD Advisory Boards it may form.

This Appendix describes the naming conventions used in the .pro TLD, the registration requirements for .pro domain names, the procedure for establishing subsequent-phase PS-SLDs, the requirements for and blocking effect of Defensive Registrations, the consultative process for ongoing review and adjustment of registration restrictions, and the verification procedure.

2. Naming Conventions.

2.1 Registered Names. Registered Names in the .pro TLD will be registered (other than to the Registry Operator or according to ICANN instructions-see Appendix 6) at the second or at the third level, in the format <name.pro> or <name.profession designator.pro>.

2.2 PS-SLD Labels. The second-level labels used to designate the various professions will be assigned according to Sections 3.4 and 4.6 of this Appendix 11.

2.3 Naming Restrictions in Other Parts of the Registry Agreement. All Registered Names must meet the requirements in the Registry Agreement and its appendices. Relevant appendices include Appendix 7 (Functional and Performance Specifications), Appendix 8 (Registry-Registrar Agreement), this Appendix 11, and Appendix 8, Exhibit H (Terms of Use).

2.4 Prohibited Third-Level Labels. The following words and strings may not be registered as third-level labels for Registered Names: av, ca, cca, cert, certificate, dir, directory, email, grpa, http, mail, mx, mx[followed by a number from 0 to 100], ns, ns[followed by a number from 0 to 100], pro, registrypro, verify, verification, wap, www and www[followed by a number from 0 to 100]. However, names having third-level labels that include any of the foregoing words and strings may be registered, such as dirksen.med.pro. An overview of prohibited second-level labels can be found in Appendix 6.

2.5 Enforcement. The Registry Operator shall implement technical measures reasonably calculated to enforce the requirements in this Section 2 of this Appendix 11. The Registry Operator reserves the right to reject any application for a Registered Item or renewal of a Registered Item if Registry Operator does not believe such application meets the requirements set forth in this Section 2 of this Appendix 11.

2.6 Redirect Services at the Second-Level. Registrations of second-level domain name under the .pro TLD are available in two different forms described as follows. The eligibility requirements as listed in this Appendix 11 must be followed for both options.
If the registrant provides professional services, then registration can be performed directly under .pro, such as <companyname.pro>.

If the registrant provides professional service under one of the profession-specific second-level options (see this Appendix 11 for requirements) registration can also be performed on the second-level.

As an example, a law firm could register <companyname.pro> in addition to <companyname.law.pro>.

2.7 Defensive Registrations. Each Premium Intellectual Property Defensive Registration is defined according to a single label (i.e. "smith" in "smith.<profession designator>.pro") and the domain names that would result from appending every PS-SLD and ".pro" or ".pro" to the defensively registered label must meet the requirements of Sections 2.1 to 2.5 of this Appendix 11. Each Basic Intellectual Property Defensive Registrations and Standard Defensive Registrations is defined by a domain name; the name subject to the Defensive Registration must meet the requirements of Sections 2.1 to 2.5.

The professional categories listed in Section 3.2 will be offered for registration of Registered Names with the profession-specific second levels and the .pro TLD:

3.1 Basic scope. Each professional category listed includes credentialed and licensed providers of the services related to the profession including, but not limited to, entities employing such professional service providers .

3.2 SLD codes. The following SLD labels are authorized to be used for professionals. Additional SLD labels may be introduced by the Registry Operator in consultation with the Advisory Board provided that the labels imply reasonable conformity with the basic scope defined herein.

3.2.1 Legal

3.2.1.1 .law.pro

3.2.1.2 .avocat.pro

3.2.1.3 .bar.pro

3.2.1.4 .recht.pro

3.2.1.5 .jur.pro

3.2.2 Medical

3.2.2.1 .med.pro

3.2.3 Accountancy

3.2.3.1 .cpa.pro

3.2.3.2 .aaa.pro

3.2.3.3 .aca.pro

3.2.12.1 .rel.pro

3.2.12.2 .min. pro

3.2.13 Veterinary

3.2.13.1 .vet.pro

3.3 Registration Qualifications. Registered Names (i.e. domain names) within the PS-SLD may be granted to individuals or entities who are admitted or licensed by, and in good standing with, a certification body or jurisdictional licensing entity which body or entity is recognized by a governmental body, and which body or entity requires its members to be continuously licensed or admitted to such body or entity as a prerequisite to providing the relevant professional service, and regularly verifies the accuracy of its data.

The above list of qualifications, however, is subject to change by the Registry Operator in consultation with the Advisory Board once it is established, provided that the qualifications reasonably ensure conformity with the basic scope defined in the Section 3 of this Appendix 11.

3.4 Terms of Use. Applicants for Registered Names within the PS-SLD will be required to sign a Terms of Use Agreement ("TOU") substantially in the form set out in Appendix 8 at initial registration and every year thereafter. Use of the Registered Name will be contingent on Agreement with the TOU.

3.5 Verification. Qualification of applicants for Registered Names within the PS-SLD must be verified according to the Verification Process described in Section 8 of the Appendix 11. Verification of a registrant's qualifications for a Registered Name within PS-SLD will be conducted through a verification process that is applicable to the Licensing Jurisdiction for which the registrant certifies that he, she, or it is licensed or accredited to provide professional services.

4. Subsequent-Phase PS-SLDs and Additional Labels for PS-SLDs.

4.1 Proposal for Subsequent-Phase PS-SLD. The Registry Operator may propose to ICANN the introduction of PS-SLDs for additional professions. Before making the proposal, the Registry Operator will consult with the Advisory Board. The proposal will be submitted in writing to ICANN and will consist of the following:

4.1.1 A statement of the basic scope of the proposed PS-SLD, including a statement of the definition of the professional category to be served by the PS-SLD in a format similar to the definition contained in Subsection 3.1.1 of this Appendix 11.

4.1.2 An explanation of why the additional PS-SLD is consistent with the overall development of .pro as a TLD restricted to persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services.

4.1.3 A statement of the second-level label(s) to be used under .pro to designate the PS-SLD, together with an explanation of why the label(s) is an (are) appropriate designator(s).

4.1.4 A description of the registration qualifications initially to be applied in the PS-SLD. (See Subsection 3.1.3 of this Appendix 11 for an example.)

4.1.5 A description of the procedures for verification of qualifications, which may consist of a reference to Section 8 of this Appendix 11.

4.1.6 A start-up documentation package describing the arrangements for start-up of the PS-SLD, including the proposed schedule, details on any sunrise period, and details on registrar training.

4.1.7 A description of any Sub-Advisory Board proposed to be established for the PS-SLD, including a statement of the procedures for selecting members of the Sub-Advisory Board and, if available, a listing of its proposed initial members.

4.1.8 Evidence of support for establishment of the PS-SLD among professionals and their associations, both generally and within the professional category.

4.1.9 A written statement of views by the Advisory Board, including any minority or supplemental statements.

4.2 Evaluation of Proposal for Subsequent-Phase PS-SLD. ICANN's evaluation of the proposal will include at least the following considerations:

4.2.1 The extent to which the proposed PS-SLD is consistent with the overall development of .pro as a TLD restricted to persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services.

4.2.2 The extent to which qualifications can be fairly and consistently applied.

4.2.3 The extent of support among professionals generally and specifically within the professional category.

4.2.4 The adequacy of the Advisory Board and any proposed Sub-Advisory Board to provide advice from the viewpoint of the professional category on the operation of the PS-SLD.

4.3 Approval of Subsequent-Phase PS-SLD. To become effective, the proposal must be approved in writing by ICANN, provided that in the event the proposal is submitted with a resolution of support approved by a majority vote of the Advisory Board then the proposal shall be deemed approved by ICANN unless ICANN provides the Registry Operator written notice of its objection to the proposal within sixty days after the proposal's submission to ICANN. If ICANN does not act on a proposal of the Registry Operator under Subsection 4.1 of this Appendix 11 within ninety days, it will provide the Registry Operator a written report on the status of its consideration.

4.4 Changes to Registration Qualifications for Subsequent-Phase PS-SLD. Qualifications for registration in subsequent-phase PS-SLDs are subject to change by the Registry Operator in consultation with the Advisory Board, provided that the qualifications reasonably ensure conformity with the basic scope approved by ICANN under Subsection 4.2 of this Appendix 11.

4.5 Additional Labels for PS-SLDs. The Registry Operator may propose additional second-level labels to be used in connection with any already-established PS-SLD. These labels may indicate, for example, a professional sub-category within the launched professional sector (such as .nurse.pro for registered nurses) or a label signifying the profession or professional subcategory in an additional language (such as .avocat.pro for lawyers in France).

Before making the proposal, the Registry Operator will consult with the Advisory Board. The proposal will be submitted in writing to ICANN and will include an explanation of the reasons supporting the proposal and copies of any written comments (including any minority or supplemental statements) of the Advisory Board on the proposal. To become effective, the proposal must be approved in writing by ICANN, provided that in the event the proposal is submitted with a resolution of support approved by a majority vote of the Advisory Board then the proposal shall be deemed approved by ICANN unless ICANN provides the Registry Operator written notice of its objection to the proposal within thirty days after the proposal's submission to ICANN. If ICANN does not act on a proposal of the Registry Operator under this Subsection 4.5 within sixty days, it will provide the Registry Operator a written report on the status of its consideration.

5. Defensive Registrations.

5.1 Registration Qualifications. The qualifications to register a Defensive Registration depend on the type of Defensive Registration:

5.1.1 Intellectual Property Defensive Registrations. Premium Intellectual Property Registrations and Basic Intellectual Property Defensive Registrations may be registered only by the owner of an eligible trademark or service mark registration. To be eligible, a trademark or service mark must be currently registered with national effect. Trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, will not be accepted. The label that defines a Premium Intellectual Property Defensive Registration (e.g., "smith"), as well as the third-level label of a Basic Intellectual Property Defensive Registration (e.g., "smith" in <smith.law.pro>) must be identical to the textual or word elements, using ASCII characters only, of the registered trademark or service mark. If a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be an Intellectual Property Defensive Registration.

Where there is a space between the textual elements of a registered trademark or service mark, the registrant may elect at its discretion to replace the space with a hyphen or combine the elements together to form a continuous string. Where there are multiple spaces between three or more textual elements of a registered mark, the foregoing sentence applies to each such space.

Thus, for example, the registered mark "Sample Mark" could be registered as either or both of the following Intellectual Property Defensive Registrations:

samplemark.<ps-sld>.pro
sample-mark.<ps-sld>.pro

5.1.2 Standard Defensive Registrations. Only a person or entity that meets the requirements for registering a Registered Name in a PS-SLD may obtain a Standard Defensive Registration within that PS-SLD.

5.2 Self-Representation of Eligibility; Provision of Supporting Information. At the time of initial or renewal registration of a Defensive Registration, the Defensive Registrant must represent and warrant that he, she, or it meets the registration requirements of the Defensive Registration, according to Subsection 7.1.1 of this Appendix 11. As part of the registration process, Defensive Registrants must also provide information concerning their qualifications according to Subsection 7.2 of this Appendix 11.

5.3 Verification of Defensive Registration Qualifications. If a Standard Defensive Registrant relies, for its eligibility, on a professional credential for a Licensing Jurisdiction for which a Verification Process has been established under Subsection 8.3 of this Appendix 11, then the Standard Defensive Registrant's qualifications will be verified according to such a Verification Process before the Standard Defensive Registration is made. Otherwise, neither the Registry Operator nor the ICANN-Accredited Registrars will review the information provided by a Defensive Registrant prior to registering the Defensive Registration. In the event a Standard Defensive Registration is made based on a credential in a Licensing Jurisdiction for which a Verification Process has not then been established under Subsection 8.3 of this Appendix 11, but a Verification Process is later established, then the Registry Operator may at its discretion require that the Standard Defensive Registrant's qualifications be verified as a condition to continuance of the Standard Defensive Registration.

5.4 Blocking Effect of Defensive Registrations.

5.4.1 Premium Intellectual Property Defensive Registrations. A Premium Intellectual Property Defensive Registration blocks the registration in any PS-SLD (whether established at the time of the registration of the Premium Intellectual Property Defensive Registration or afterward) of Registered Names and Defensive Registrations having the exact third-level DNS label specified by the Premium Intellectual Property Registration. Thus, for example, a Premium Defensive Registration for smith.<any ps-sld>.pro will prevent a third party from registering smith.med.pro or smith.law.pro.

5.4.2 Basic Intellectual Property Defensive Registrations and Standard Defensive Registrations. Basic Intellectual Property Defensive Registrations and Standard Defensive Registrations specify a fully qualified domain name, including the PS-SLD. The registration of only that fully qualified name, as either a Registered Name or Defensive Registration, is blocked. Registration of the same third-level label in other PS-SLDs is not blocked. Thus, a Basic Intellectual Property Defensive Registration or Standard Defensive Registration for

smith.law.pro will block registration (as a Registered Name or Defensive Registration) of smith.law.pro, but will not block registration of smith.med.pro.

5.4.3 Only Exact Strings Blocked. Defensive Registrations block registrations only of the identical string. Registered Names or Defensive Registrations that only partially match a Defensive Registration will not be prevented. Thus, for example, a Premium Intellectual Property Defensive Registration for example.<any ps-sld>.pro will not block registration of examplestring.<any ps-sld>.pro as a Registered Name or Defensive Registration.

5.5 Defensive Registrations Conflicting with Registered Names Not Permitted. A Defensive Registration may not be registered if a Registered Name (i.e. a domain name) is then registered that would be blocked by the Defensive Registration according to Subsection 5.4 of this Appendix 11. Thus, for example, if the Registered Name smith.med.pro has been registered, then both a Premium Intellectual Property Defensive Registration of "smith" and a Basic Intellectual Property Defensive Registration of <smith.med.pro> would be prevented, but a Basic Intellectual Property Defensive Registration of <smith.cpa.pro> would be permitted.

5.6 Voluntary Cancellation or Consent by Defensive Registrant.

5.6.1 A Defensive Registration may be cancelled by the Defensive Registrant through the sponsoring registrar at any time. Registry Operator will not refund registration fees in the event of cancellation.

5.6.2 The Defensive Registrant may consent to the registration of a Registered Name (i.e. a domain name) that conflicts with a Defensive Registration it has registered, as follows:

5.6.2.1 Upon receiving a request for consent from a person or entity seeking to register a Registered Name that is blocked by the Defensive Registration, the Defensive Registrant must grant or refuse such consent, in writing, within five calendar days.

5.6.2.2 If a Defensive Registrant fails to either grant or refuse consent as described in this Subsection within five calendar days after receipt of the request, the Defensive Registrant shall be deemed to have denied consent to the registration of the Registered Name.

5.6.2.3 To be effective, consent must be transmitted to both the person or entity seeking to register the Registered Name and to the ICANN-Accredited Registrar that sponsors the Defensive Registration.

5.6.2.4 The ICANN-Accredited Registrar shall notify Registry Operator of the consent within three days after receipt, using the appropriate protocol as developed by Registry Operator.

5.6.2.5 The Defensive Registrant may not accept any monetary or other remuneration for granting the consent and will be required to provide a certified statement to that effect.

5.6.2.6 If a Defensive Registrant consents to a domain name registration in accordance with this Subsection 5.6.2, then (i) the person or entity that obtained the consent will be permitted to

register the Registered Name upon meeting all other requirements for registration (eligibility must be verified within 60 days of consent being granted) and (ii) if the consent is granted with respect to a Premium Intellectual Property Defensive Registration, that Defensive Registration will continue in effect, but otherwise the Defensive Registration will be cancelled without refund.

5.7 Conversion of Defensive Registrations to Registered Names. Any Defensive Registrant may, by granting itself consent under Subsection 5.6.2 of this Appendix 11, seek to register any Registered Name that would otherwise be blocked by the Defensive Registration. All requirements for registration of the Registered Name will apply. The effect on the Defensive Registration will be according to Subsection 5.6.2.6(ii) of this Appendix 11.

6. Advisory Board and Sub-Advisory Boards.

6.1 Advisory Board.

6.1.1 The Registry Operator will, no later than the Commencement-of-Service Date, create an Advisory Board to contribute to the development and implementation of the new .pro TLD. The Advisory Board will initially be composed of representatives of professional associations that are representative of the legal, medical, and accountancy professions. As more PS-SLDs are added to .pro, representatives of professional associations in those professional categories may be invited to join the Advisory Board. The Advisory Board should normally have at least 5 members and should be balanced in terms of the professions represented by its members.

6.1.2 The Advisory Board will meet (in person or by telephone) no less frequently than quarterly. Its functions include:

6.1.2.1 assistance in identifying relevant professional associations;

6.1.2.2 help in identifying new PS-SLDs and formulating review proposals for their establishment under Section 4 of this Appendix 11;

6.1.2.3 help in formulating proposals for establishment of and adjustment to registration restrictions and verification procedures;

6.1.2.4 providing recommendations on any proposal by the Registry Operator to introduce the option of allowing registrants to register two-label .pro domain names (such a proposal must be approved in writing by ICANN under Subsection 2.6 of this Appendix 11);

6.1.2.5 providing recommendations on the establishment or discontinuance of Sub-Advisory Boards according to Subsection 6.2 of this Appendix 11;

6.1.2.6 providing recommendations on additional labels for PS-SLDs according to Subsection 4.5 of this Appendix 11; and

6.1.2.7 otherwise providing advice to the Registry Operator on the policies on the operation of the .pro TLD.

The Advisory Board will direct its recommendations to the management of the Registry Operator; if the Advisory Board finds that the Registry Operator's management is taking actions that will violate the restrictions of the .pro TLD or its PS-SLDs, the Advisory Board may send written notice of its recommendation regarding such action to the Registry Operator's management and to ICANN.

7. Registration Requirements. All registrants of Registered Names in the .pro TLD must enter into an electronic or paper registration agreement with the Authorized Registrar that sponsors their name within the registry (Appendix 8). (As used in this Appendix 11, the term "Authorized Registrar" refers to a registrar accredited by ICANN for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement (Appendix 8).) The electronic or paper registration agreement shall include (in addition to terms otherwise required in the Authorized Registrar's Registrar Accreditation Agreement with ICANN) the following:

7.1 Registration Agreement. All registrants of Registered Names (i.e. domain names) and Defensive Registrations in the .pro TLD must enter into an electronic or paper registration agreement with the Authorized Registrar that sponsors their name within the registry. (As used in this Appendix 11, the term "Authorized Registrar" refers to a registrar accredited by ICANN for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement (Appendix 8).) The electronic or paper registration agreement shall include (in addition to terms otherwise required in the Authorized Registrar's Registrar Accreditation Agreement with ICANN) the following:

7.1.1 the registrant represents and warrants that he, she, or it meets the registration requirements for, as the case may be, (a) the Registered Name or Standard Defensive Registration in which the Registered Name is being registered or (b) the Intellectual Property Defensive Registration;

7.1.2 the registrant agrees to notify the Authorized Registrar promptly of any change in circumstances that causes the registrant no longer to meet the registration requirements for, as the case may be, (a) the Registered Name or Standard Defensive Registration in which the Registered Name is being registered or (b) the Intellectual Property Defensive Registration;

7.1.3 in the case of a Registered Name or Standard Defensive Registration, the registrant represents and warrants that the registrant and qualification data that he, she, or it is submitting is true and accurate;

7.1.4 the registrant agrees to provide to the Authorized Registrar prompt corrections and updates to the registrant's contact details throughout the term of the registration;

7.1.5 in the case that the registration is being made in the name of an organization or other entity, the person acting on behalf of such organization or entity is authorized to do so;

7.1.6 the registrant agrees to be subject to and abide by the RegistryPro Intellectual Property

Defensive Registration Challenge Policy for .Pro, Rules for Rules for Intellectual Property Defensive Registration Challenges for .PRO, Qualification Challenge Procedures (as set forth in Section 11 to this Appendix 11), and the UDRP; and

7.1.7 the registrant agrees to be subject to and abide by the Registry Pro Terms of Use Agreement (as set forth in Appendix 8).

7.1.8 Violation of any of the provisions described in Subsections 7.1.1 through 7.1.7 of this Appendix 11 shall be grounds for termination of the registration, without any refund of fees to the registrant.

7.2 Provision of Registrant, Qualification, and Other Data.

7.2.1 Data Required for Registered Names. At the time of an initial or renewal registration of a Registered Name (i.e. a domain name), the registrant will be required to provide to the sponsoring registrar identity and contact information about the registrant, data and supporting evidence about the registrant's qualifications to register (see Section 8 of this Appendix 11), evidence of agreement to the Terms of Use.

7.2.2 Data Required for Standard Defensive Registrations. At the time of an initial or renewal registration of a Standard Defensive Registration, the Defensive Registrant will be required to provide to the sponsoring registrar identity and contact information about the registrant as well as data and supporting evidence about the registrant's qualifications to register (see Section 8 of this Appendix 11), all as specified by the Registry Operator's policies and procedures.

7.2.3 Data Required for Intellectual Property Defensive Registrations. At the time of an initial or renewal registration of an Intellectual Property Defensive Registration, the Defensive Registrant will be required to provide contact information, including: name, e-mail address, postal address and telephone number, for use in disputes relating to the Defensive Registration. The Intellectual Property Defensive Registrant must also provide: (1) the name, in ASCII characters, of the trademark or service mark being registered; (2) the date the registration issued; (3) the country of registration; and (4) the registration number or other comparable identifier used by the registration authority.

8. Verification Process.

8.1 General Information. Authorized Registrars shall enforce the registration restrictions described in this Appendix 11 and shall verify all PS-SLD registrants' qualifications to register a Registered Name as a condition of registration. (The verification requirement also applies to Standard Defensive Registrations based on credentials from a Licensing Jurisdiction for which a Verification Process has been established, but not to other Standard Defensive Registrations or second level registrations.) Authorized Registrars may either (1) conduct the verification themselves, (2) have the Registry Operator conduct the verification, or (3) have an association or other entity conduct the verification, in all cases according to the requirements of Subsections 8.2 and 8.3 of this Appendix 11 (each a "Verification Process"). These verification procedures may be modified or supplemented by the procedures described in Section 6 of this Appendix 11.

8.2 Data Requirements. A PS-SLD domain name may be registered prior to the completion of the Verification Process; however, it will not resolve in the DNS until such time as the Verification Process has been successfully completed and the eligibility for registration confirmed. Any domain that has been registered for 60 days without successful confirmation of such eligibility may be deleted by the Registry Operator. There shall be no refund of fees paid for such deleted names.

8.2.1 A successful completion of a Verification Process applies for 30 days; after that period a new Verification Process may be performed. Multiple domain name registrations may be performed in conjunction with a single Verification Process.

8.2.2 The continuing eligibility of a domain name's registrant to hold the name must be verified once per year.

8.2.2.1 The day and month of the completion of the Verification Process for a PS-SLD domain's initial registration becomes that domain's annual Verification Date. Each year, a successful Verification Process must be completed within 30 days prior to or after the Verification Date of a domain. If more than 30 days have passed after the Verification Date and no Verification Process has been successfully completed, the domain will be placed on Registry Hold and will not resolve in the DNS until eligibility has been confirmed. If more than 44 days have passed after the Verification Date and no Verification Process has been completed, the domain name may be deleted.

8.2.2.2 The day and month of the completion of the Terms of Use Agreement for a second level domain's initial registration becomes that domain's annual Verification Date. Each year, the second level registrant must enter into an electronic or paper Terms of Use agreement in the then current form provided by the Registry Operator, with the Authorized Registrar that sponsors their name within the registry. Successful verification must be completed within 30 days prior to or after the Verification Date of a domain. If more than 30 days have passed after the Verification Date and no Terms of Use Agreement has been agreed, the domain will be placed on Registry Hold and will not resolve in the DNS until eligibility has been confirmed. If more than 44 days have passed after the Verification Date and no verification has been completed, the domain name may be deleted.

8.2.3 All data used for the purposes of verifying registrant eligibility must be current (no greater than 90 days old).

8.3 Verification Toolkit. The Verification Process will be performed by Registry Operator, the Authorized Registrar, or another entity providing verification services meeting the requirements of this Subsection 8.3 (a "Verification Toolkit"). Since the Verification Process will vary among Licensing Jurisdictions, a particular Verification Toolkit may not cover all Licensing Jurisdictions. The procedure for use of a Verification Toolkit is as follows:

8.3.1 When an applicant applies for a .pro domain name (or, where applicable under Subsection 8.1 of this Appendix 11, Standard Defensive Registration) through an Authorized Registrar, the Qualifications Menu for the applicable PS-SLD and Licensing Jurisdiction will appear in the

Authorized Registrar's domain name registration system. An Authorized Registrar offering domain names or Standard Defensive Registrations in only one or a limited number of the PS-SLDs or in one or a limited number of Licensing Jurisdictions may provide a menu for only such PS-SLDs or Licensing Jurisdictions. An Authorized Registrar that is using the Verification Toolkit provided by the Registry Operator may indicate in that window the contact information for the Registry Operator. An Authorized Registrar that is using only one of the qualification methods for a PS-SLD is allowed to provide only that qualification in its registration system (instead of a full Qualification Menu). The applicant will be required to check off one of the qualifications and provide supporting evidence of that qualification in a Licensing Jurisdiction in order to register the requested domain name registration or Standard Defensive Registration. The supporting information will be provided either directly to the Registry Operator if the Authorized Registrar has included direct contact information (as set forth above) or to the Authorized Registrar. In the latter case, the Authorized Registrar will forward the applicant's application and evidence of qualification to the Registry Operator by electronic or other means. As part of the Verification Process, Verification Toolkits providers shall:

8.3.1.1 Compare the registrant's supporting evidence of qualification to verify that the evidence is representative of the particular applicant (e.g., does the name on the certificate match the licensing information and applicant's name?);

8.3.1.2 Obtain certification that the evidence of qualification is a current, accurate and true representation of the qualification from applicant;

8.3.1.3 Agree to indemnify the Registry Operator against any challenges based on Verification Toolkit provider's willful, negligent, or other non-compliance with above policies; and,

8.3.1.4 Verify that the registrant's identity information is correct and true, using methods described by the Registry Operator. Different methods may be used depending on the PS-SLD and the location of the registrant, and the registry Operator will decide upon such methods based on advice from the Advisory Board.

8.3.2 The Verification Toolkit will verify the registration application and qualification evidence under any of the following methods:

8.3.2.1 The applicant's licensure or accreditation will be checked with an appropriate credentialing organization, association, or entity providing verification services to verify that the evidence of qualification is a current, accurate, and true representation of the qualification;

8.3.2.2 For an applicant who is a member of one of the associations in the RGPA (the RegistryPro Global Partnership of Associations, a group of professional associations, the members of which meet registration requirements as established according to this Appendix 11), the applicant may provide his, her, or its membership identification in that association. The membership will be checked against the RGPA network of organizations' databases (and the name and identity of the applicant confirmed.)

8.3.3 In cases where a Verification Toolkit provided by the Registry Operator is used, the Registry Operator will notify the Authorized Registrar upon completion of the verification.

8.3.4 The relevant qualification of the registrant will appear in the Registry Operator's Whois record of the domain-name registration or Standard Defensive Registration and the authoritative copy of the evidence will be maintained by the Authorized Registrar as required by its Registrar Accreditation Agreement.

8.3.5 The Verification Toolkit provided by the Registry Operator may be amended from time to time to include additional or revised professional categories, non-English abbreviations of professional categories, and qualifications that can be verified through the Verification Toolkit, provided that it performs a reasonably sound verification of the qualifications that are required for registration in the PS-SLDs. In the event that verification requirements or procedures are modified or supplemented, the Registry Operator will update the Verification Toolkit on the schedule specified in connection with the modification or supplementation, and consistent with the requirements of the Registry-Registrar Agreement (Appendix 8).

8.3.6 Authorizing Toolkit Providers. Entities (including Authorized Registrars) other than the Registry Operator may provide toolkits with functionality equivalent to the Verification Toolkit ("Competitor Verification Toolkits"), provided that they meet the requirements of Subsections 8.3.1 to 8.3.5 of this Appendix 11. Competitor Verification Toolkit Providers must apply to the Registry Operator for approval.

8.3.6.1 Audits. Within a commercially reasonable amount of time an independent third-party auditor designated by ICANN after consultation with the Registry Operator ("Independent Verification Auditor") or, on terms (including price and protection of trade secrets) approved by ICANN in writing where appropriate services of such an independent third-party auditor are not readily available, the Registry Operator (or a sub-contractor) will conduct a review of the Competitor Verification Toolkit Provider to verify that it complies with the .pro eligibility policies.

8.3.6.2 If the entity meets all required criteria, the Registry Operator will promptly authorize it as a Competitor Verification Toolkit Provider.

8.3.6.3 In the event that the entity does not pass this audit, the entity will be informed as to the reason it does not meet the criteria and be given the chance to correct the flaw and re-apply at a later date.

8.3.7 From time to time, at least annually, a compliance review will be conducted of the Competitor Verification Toolkit Provider to ensure that it continues to meet these criteria. The compliance review shall be performed by an Independent Verification Auditor or, on terms (including price and protection of trade secrets) approved by ICANN in writing where appropriate services of such an independent third-party auditor are not readily available, the Registry Operator or a sub-contractor.

8.3.8 Verification of Equal Treatment of Competitor Verification Toolkit Providers. The Registry Operator shall apply the same standards in an equal manner to all companies and other entities (including itself) acting as Verification Toolkit Providers or seeking to act as Verification Toolkit Providers. Among other aspects, this equal-treatment requirement means that the Registry Operator must ensure that Competitor Verification Toolkit Providers have equal access to becoming or designating members of the RGPA. The Registry Operator shall provide ICANN with access to all documents requested by ICANN that are reasonably calculated to be used by ICANN in verification that this equal-treatment requirement has been met.

8.3.9 Insurance. All companies and other entities (including Registry Operator) acting as Verification Toolkit Providers shall maintain, from the date on which they are first approved to provide Verification Toolkits and for the duration of their approval, insurance from an insurance provider with an AM Best rating of "A" or better covering at least all claims (whenever made) arising from, in connection with, or related to the Verification Toolkit or any service provided by the provider in connection with the Verification Toolkit or its use. The insurance maintained by Competitor Verification Toolkit Providers shall name Registry Operator as an additional insured. The initially required minimum limits of the insurance shall be US$5,000,000 per occurrence and US$5,000,000 aggregate per policy year. Registry Operator may alter those minimum required limits uniformly for all Verification Toolkit Providers with ICANN's written consent by providing at least ninety days written notice to all Verification Toolkit Providers. (Any increase shall apply only to occurrences arising after the effective date of the increase.) Competitor Verification Toolkit Providers shall on Registry Operator's written request provide a copy of the insurance policy(ies) to the Registry Operator. Registry Operator shall upon ICANN's written request provide a copy of the insurance policy(ies) to ICANN.

8.4 Continued Professional Standing – PS-SLD. The Registry Operator will require the Authorized Registrar sponsoring each PS-SLD .pro Registered Name periodically to re-verify continued qualifications of Registered Name Holders by initiating a new Verification Process that meets the requirements set forth herein. (The re-verification requirement also applies to Standard Defensive Registrations based on credentials from a Licensing Jurisdiction for which a Verification Process has been established, but not to other Standard Defensive Registrations or second level registrations.) Periodic re-verification may proceed under any of the methods described in Subsection 8.3 of this Appendix 11.

8.4.1 Each registrant's qualification for the applicable PS-SLD must be verified on the anniversary of the registration date, using one of the methods allowed under Subsection 8.3.

8.4.2 A sponsoring Authorized Registrar that finds through the periodic verification or otherwise that a Registered Name Holder (or, where applicable under Subsection 8.4 of this Appendix 11, Standard Defensive Registrant) no longer qualifies for his, her, or its registration within a PS-SLD must provide electronic and written notice to the Registered Name Holder or Standard Defensive Registrant and to the Registry Operator within seven days after such a finding.

8.4.3 A Competitor Verification Toolkit Provider that finds through the periodic verification that a Registered Name Holder (or, where applicable under Subsection 8.4 of this Appendix 11, Standard Defensive Registrant) no longer qualifies for his, her, or its registration within a PS-

SLD must provide electronic notice within seven days to the Sponsoring Registrar, which shall provide notice to the Registered Name Holder or Standard Defensive Registrant and to the Registry Operator according to the first sentence of Subsection 8.4.3.

8.4.4 If the Registry Operator (a) finds during a periodic verification process or is notified by an Authorized Registrar (see Subsection 8.4.2 above) that a Registered Name Holder no longer qualifies for a registration within a PS-SLD, or (b) is notified by an Authorized Registrar of a reasonable basis to believe that any information in the Registry Operator's Whois database regarding a .pro domain name or Defensive Registration that the Authorized Registrar is sponsoring in the Registry is not accurate or reliable, the Registry Operator will within a commercially reasonable time lock down the domain name of such registrant so that it cannot be modified ("Registry Lock"). The Registry Operator will send an e-mail notice to the Registered Name Holder or Defensive Registrant (at the contact e-mail address(es) shown in Whois) and the sponsoring Authorized Registrar that Registry Lock has been placed.

8.4.5 A Registered Name Holder or Defensive Registrant who has been provided e-mail notice by the Registry Operator under Subsection 8.4.5 of this Appendix 11 will have fourteen days from the date e-mail notice has been sent to provide accurate information or otherwise respond to the finding set forth in Subsections 8.4.3 through 8.4.5 of this Appendix 11. The following procedure will apply:

(i) In the case of a periodic verification by a sponsoring Authorized Registrar according to Subsection 8.4.3 or notification of inaccurate Whois information under Subsection 10.1.2, the Authorized Registrar will instruct the Registered Name Holder or Standard Defensive Registrant to direct his, her, or its response to the sponsoring Authorized Registrar. If the Registered Name Holder or Defensive Registrant does not update the information or respond to the satisfaction of the sponsoring Authorized Registrar during the fourteen-day period, or if the updated information does not pass the Registrar's verification, the registration will be cancelled and the Registered Name Holder or Defensive Registrant forfeits all registration and associated fees.

(ii) In the case of a Registry Lock resulting from information from any source other than from a sponsoring Authorized Registrar, the Registered Name Holder or Defensive Registrant will be directed by the Registry Operator to send his, her, or its response to the Registry Operator. If the Registered Name Holder or Defensive Registrant does not update the information or respond to the satisfaction of the Registry Operator during the fourteen-day period, or if the updated information does not pass verification (where applicable), the registration will be cancelled and the Registered Name Holder or Defensive Registrant forfeits all registration and associated fees.

8.4.6 Periodic Verification Fees. There may be a fee to the Registered Name Holder or Standard Defensive Registrant associated with a periodic verification, as determined by the sponsoring Authorized Registrar. There may be a fee to the sponsoring Authorized Registrar associated with a periodic verification performed with a Verification Toolkit, as determined by the supplier of the toolkit.

8.5 Continued Professional Standing – Second Level. Each second level registrant's qualification for the applicable domain name must be verified on the anniversary of the

registration date by the Authorized Registrar requiring that the registrant enter into an electronic or paper Terms of Use agreement in the then current form provided by the Registry Operator, with the Authorized Registrar that sponsors their name within the registry.

8.6 Random Testing. The Registry Operator shall, no less frequently than once each calendar month, conduct a verification of a sample of all registrant's qualifications to register a Registered Name. The sample will be no less than the greater of 100 or 1% of all new or renewed domains. Sampled domains will be authenticated and verified in accordance with Section 8.3. Successful verification must be completed within 30 days prior to or after the Verification Date of a domain. If more than 30 days have passed after the Verification Date and no Terms of Use Agreement has been agreed, the domain will be placed on Registry Hold and will not resolve in the DNS until eligibility has been confirmed. If more than 44 days have passed after the Verification Date and no verification has been completed, the domain name may be deleted.

9. Implementation by Authorized Registrars. Authorized Registrars will be required to (a) collect and verify evidence of professional credentials from all PS-SLD domain name registrants and Standard Defensive Registrants showing their qualification for the professional category in which they wish to register (see Section 8 of this Appendix 11), (b) collect from domain name registrants electronic or paper Terms of Use agreements, and (c) examine trademark information for Intellectual Property Defensive Registrations, before the Registry Operator will process domain name applications.

9.1 Compliance by Authorized Registrars.

9.1.1 Each Authorized Registrar will be required to comply with the restrictions, requirements, and policies in this Appendix 11, as well as other matters covered in its Registrar Accreditation Agreement with ICANN and in its Registry-Registrar Agreement ("RRA") (Appendix 8) with the Registry Operator.

9.1.2 If an Authorized Registrar learns of a reasonable basis to believe that any information in the Registry Operator's Whois database regarding a .pro domain name or Defensive Registration that it is sponsoring in the Registry is not accurate or reliable, the Authorized Registrar shall provide electronic and written notice to the Registered Name Holder and to the Registry Operator within seven days after learning of that basis. See Subsection 8.4.6 for follow-up procedures.

9.1.3 Each Authorized Registrar will be required to verify continued qualification of a Registered Name Holder (or, where applicable under Subsection 8.3 of this Appendix 11, Standard Defensive Registrant) and novation of the Terms of Use agreement no less frequently than on an annual basis.

9.1.4 If it comes to the Registry Operator's attention that an Authorized Registrar is not complying with the restrictions and policies described in Subsections 9.1.1 to 9.1.3 of this Appendix 11, the Registry Operator will send prompt electronic and written notice to the Authorized Registrar, with a copy by the same method to ICANN, describing the restrictions and policies being violated. The ensuing procedure concerning the Authorized Registrar's eligibility

to continue to sponsor Registered Names (including suspension and de-accreditation) in the .pro registry is governed by the RRA (Appendix 8) and the Registrar Accreditation Agreement.

9.2 Domain Names Sponsored by Ineligible Authorized Registrars. If an Authorized Registrar's accreditation by ICANN for .pro is terminated or expires without renewal, or its RRA is terminated or expires without renewal, the following procedure will be followed:

9.2.1 The domain names and Defensive Registrations already registered up to that point in time will remain registered in the .pro TLD. Those Defensive Registrations and domain names, together with the verification documentation or information for such Registered Name held by the Ineligible Authorized Registrar, will be transferred to another Authorized Registrar upon proper transfer notice made by the gaining Authorized Registrar or, in the absence of such notice, designated by ICANN.

9.2.2 Applicants for .pro names working with such Ineligible Authorized Registrar will be notified to switch to another Authorized Registrar. The Ineligible Authorized Registrar is required to send the qualification documentation submitted by each applicant to the new Authorized Registrar chosen by such applicant.

10. Enforcement of Registration Restrictions

10.1 Uniform Dispute Resolution Policy. All Authorized Registrars are bound by the Uniform Domain Name Dispute Resolution Policy (the "UDRP") to resolve the types of trademark-based domain-name disputes covered by the UDRP. The UDRP is set forth in documents published by ICANN and available for review on the ICANN web site.

10.2 Qualification Challenge Policy. All Authorized Registrars are bound by the "Qualification Challenge Procedures" to resolve all challenges to (i) domain name and (ii) Standard Defensive Registrations within .pro on the grounds that the registrant does not meet the Registration Qualifications set forth in Appendix 11. The "Qualification Challenge Procedures" are set forth in documents published by ICANN and available for review on the ICANN web site.

10.3 The Intellectual Property Defensive Registration Challenge Policy. All Authorized Registrars are bound by the Intellectual Property Defensive Registrations Challenge Policy (the "IPDRCP") to resolve all challenges to intellectual property based Defensive Registrations within .pro on grounds that the registrant does not meet the Registration Qualifications set forth in Appendix 11. The IPDRCP is set forth in documents published by ICANN and available for review on the ICANN web site.

11. Disclaimer. The provisions of this Registry Agreement (including this Appendix 11) shall not create any actual or potential liability on the part of Registry Operator to any person or entity other than ICANN in connection with any dispute concerning any Registered Name or other Registry Service, including the decision of any dispute resolution proceeding related to any of the foregoing.