

usDRP DISPUTE PROVIDER AGREEMENT
(Approved by the U. S. Dept. of Commerce on February 21, 2002)

This Contract to provide dispute resolution services for .us domain space (“Contract”) sets forth the basic terms and conditions of the agreement between _____ (“Dispute Provider”) and NeuStar, Inc. (collectively with its affiliates, “NeuStar”), each of which is referred to as a “Party” and collectively the “Parties.” The full execution of this Contract creates a binding agreement between the Parties.

1. General Purpose

The U.S. Department of Commerce, National Institute of Standards and Technology (“NIST”) selected NeuStar to manage and administer the .us domain space, otherwise known as the country code top level domain of the Internet domain name system corresponding to the United States. NeuStar had previously agreed with representatives of the Dispute Provider that, if awarded this contract (Purchase Order No. SB 1335-02-W-0175) (the “Government Contract”), the Dispute Provider would adopt NeuStar’s .US Dispute Resolution Policy and Rules, as approved by the U.S. Department of Commerce (the “NeuStar Policy”) and provide certain dispute resolution services to domain name registrants in the .US top-level domain (“Dispute Resolution Services”). This agreement with Dispute Provider was part of NeuStar’s response to the Request for Quotations of NIST.

2. Term

The term of this contract shall run concurrently with the term of the Government Contract. In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if the defaulting party fails to proceed promptly after being given notice to commence curing the default and thereafter proceed to cure the same, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this contract as of a date specified in such notice of termination.

3. Dispute Resolution Services

3.1. NeuStar Policy

Dispute Provider shall adopt the NeuStar Policy and make available, on a non-exclusive basis, Dispute Resolution Services in accordance with such NeuStar Policy.

3.2. Supplements.

Dispute Provider may supplement the NeuStar Policy with changes to time periods and similar matters, as required for effective administration, provided that such changes do not materially affect the substance of the NeuStar Policy.

3.3 Fees.

Except for the limitation set forth in Section 3.4 below, Dispute Provider may set, at its discretion, the fee structure for providing the Dispute Resolution Services in accordance with the NeuStar Policy. Dispute Provider acknowledges that NeuStar is not responsible, financially or otherwise, for the parties that avail themselves of the Dispute Resolution Services in accordance with the NeuStar Policy.

3.4 Restrictions

Dispute Provider shall set fee structures and time frames for its provision of the Dispute Resolution Services in accordance with the NeuStar Policy that are commercially reasonable and similar to those offered by other available dispute resolution services for similar disputes under the Internet Corporation for Assigned Names and Numbers' Uniform Dispute Resolution Policy.

4. Confidentiality

4.1. The Parties acknowledge that, in performance of this Contract, they may be furnished with, receive, or otherwise have access to Confidential Information. "Confidential Information" shall mean all information, in any form, disclosed by the disclosing Party to the other Party which the receiving Party knows or might reasonably expect is regarded by the disclosing Party as the Confidential Information of the disclosing Party, or which is otherwise designated as confidential, restricted, proprietary, or with similar designation. Confidential Information excludes any particular information that the receiving Party can demonstrate (a) at the time of disclosure, was in the public domain or in the possession of the receiving Party; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure; (d) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (e) was required to be disclosed to satisfy a legal requirement of a competent government body.

4.2. Each Party shall use the same efforts to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature. Each Party shall take reasonable steps to ensure that its employees comply with this Article. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party shall immediately, and at its own expense notify the disclosing Party in writing, and take such actions as may be necessary and cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting there from.

4.3. Except as otherwise permitted, the Parties may disclose such information to entities performing obligations required hereunder where: (1) such disclosure is necessary or otherwise naturally occurs in that entity's scope of responsibility, and (2) the entity agrees in writing to assume the obligations described in this Article, or (3) where

obligated by law to make such disclosure. Any disclosure to such entity shall be under the terms and conditions of this Article. Notwithstanding this subsection 4.3, the Parties may disclose the terms and conditions of this MoU to the Department of Commerce.

4.4. Each Party's Confidential Information shall remain the property of that Party except as otherwise expressly provided in the Contract. The obligations contained herein with respect to Confidential Information shall survive the expiration or termination of this Contract for a period of three (3) years or such longer period as required by regulation, law or court order.

5. Press Release

The Parties shall consult with each other and must agree on the timing, content, and form before issuing any press release or other public disclosure related to this Contract, unless law requires such disclosure.

6. No Conflicts

Each Party represents and warrants that it is not a party to any agreement or understanding with any other party that would prevent such Party from entering into or performing under this Contract.

7. Expenses

Each Party shall bear its own legal, accounting and other expenses in connection with this Contract and with performance of all necessary obligations under this Contract and under the Government Contract.

8. Mutual Cooperation

Each Party agrees to cooperate fully in litigation by a third party involving one or both of the Parties; however, this provision is not a guaranty or warranty by either Party of the other's performance and is not an indemnification.

9. Dispute Resolution

9.1 Mediation

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the Dispute Provider under its Commercial Mediation Rules.

9.2 Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, which remains unresolved more than 60 days after initiation of a demand for mediation shall be settled by arbitration in the District of Columbia before a single arbitrator. The arbitration shall be conducted pursuant to the Dispute Provider's Commercial Arbitration Rules, but shall not be

administered by the Dispute Provider. Any and all determinations normally made by the Dispute Provider under the Commercial Arbitration Rules shall instead be made by the appointed arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

The Parties shall first attempt to identify a mutually acceptable arbitrator. However, if the Parties are unable to identify a mutually acceptable arbitrator within twenty (20) days after service of the demand for arbitration upon all of the Parties to the dispute, the either party may request that the arbitrator be appointed by the president of the Association of the Bar of the District of Columbia.

The arbitrator's fees shall be deposited equally by the parties, but may be awarded by the arbitrator as provided in the Commercial Arbitration rules. However, under no circumstances shall any Party to this agreement be responsible for the payment of any administrative fees to the Dispute Provider in connection with this arbitration agreement.

10. Survival

All terms of this Contract remain in effect until fulfilled and apply to respective successors and assigns.

11. Governing Law

This Contract, including its interpretation and performance there under, shall be construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. Each Party hereby consents to the personal jurisdiction of the District of Columbia.

12. Indemnification

Dispute Provider, at its own expense and within thirty (30) days after presentation of a demand by NeuStar under this Section, will indemnify, defend and hold harmless NeuStar and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against NeuStar or any affiliate of NeuStar based on or arising from claims or alleged claims directly related to Dispute Provider's provision of Dispute Resolution Services. NeuStar, at its own expense and within thirty (30) days after presentation of a demand by Dispute Provider under this Section, will indemnify, defend and hold harmless Dispute Provider and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Dispute Provider or any affiliate of Dispute Provider based on or arising from any claim or alleged claim relating to NeuStar's operation, management or administration of the .US top-level domain, other than those directly related to the provision of Dispute Resolution Services by Dispute Provider. In any such case: (a) the indemnified party shall provide the indemnifying party with prompt notice of any such claim, and (b) upon the indemnified party's written request, the indemnifying party will provide the indemnified party all information and assistance reasonably necessary for indemnifying party to defend such claim, provided that the indemnifying party reimburses the indemnified party for its actual and reasonable costs incurred in connection with providing such information and assistance. The indemnifying party will not enter into any settlement or compromise of any such indemnifiable claim without the indemnified party's prior written

consent, which consent shall not be unreasonably withheld. The indemnifying party will pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the indemnified party in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

13. Notices, Designations and Specifications.

All notices (including determinations, designations, and specifications) to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by an internationally recognized courier service.

If to NeuStar, addressed to:

NeuStar, Inc.
1120 Vermont Ave., NW
Fourth Floor
Washington, D.C. 20005
Telephone: (202) 533-2600
Facsimile: (202) 533-2970
Attention: Director, Law & Policy

If to Dispute Provider, addressed to:

Telephone:
Facsimile:
Attention:

14. Disclaimer of Warranties.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability.

In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement.

16. Assignment.

Any assignment of this Agreement shall be effective only upon written assignment by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party and the U.S. Department of Commerce.

17. No Third-Party Beneficiaries.

This Agreement shall not be construed to create any obligation by either NeuStar or Dispute Provider to any non-party to this Agreement.

18. Amendments and Waivers.

No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

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19. Entire Agreement.

This Agreement (including the documents and policies specifically referenced herein) constitutes the entire agreement of the parties hereto pertaining to the Dispute Resolution Services and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

By: NeuStar, Inc.
Name: _____
Title: _____
Date: _____

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