

usTLD Registrar Accreditation Agreement v. 2.0

This REGISTRAR ACCREDITATION AGREEMENT ("Accreditation Agreement") is by and between NeuStar, Inc., a Delaware corporation, and _____ [Registrar Name], a _____ [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on _____ [DATE], at Sterling, VA 20166, USA.

1. DEFINITIONS. For purposes of this Accreditation Agreement, the following definitions shall apply:

1.1 "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.2 The "Effective Date" is the last date below upon which this Accreditation Agreement is executed.

1.3 The "Expiration Date" is the date of the last expiration of the usTLD Agreement.

1.4 "NeuStar" or "Registry" means NeuStar, Inc., its successors and assigns.

1.5 "Registered Name" means a domain name within the usTLD, whether consisting of two or more (e.g. neustar.kids.us) levels, about which the Registry (or an affiliate engaged in providing registry services) maintains data in the Registry Database, arranges for such maintenance, or derives revenue for such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a authoritative DNS (also referred to as the "zone file") (e.g., a registered by inactive name).

1.6 "Registrant" means the holder of a Registered Name.

1.7 The word "Registrar," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Accreditation Agreement.

1.8 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with a Registrant and with NeuStar and collects registration data about the Registrant and submits registration information for entry in the Registry Database and is party to an accreditation agreement with NeuStar.

1.9 "Registrar Services" means services provided by a registrar in connection with the usTLD, whether consisting of two or more (e.g. neustar.kids.us) levels, and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.

1.10 "Registry Database" means a database comprised of data about one or more domain names within usTLD, whether consisting of two or more (e.g. neustar.kids.us) levels, that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.11 "Registry System" means the registry system operated by Registry for Registered Names in the usTLD.

1.12 "Term of this Accreditation Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Accreditation Agreement.

1.13 "TLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet. This does not include usTLD domain names hosted by a delegated manager within the usTLD or any domain names residing in the KIDS.US second-level domain.

1.14 "usTLD" shall mean the .us country code top-level domain.

1.15 "usTLD Agreement" means the usTLD Agreement by and between usTLD Administrator and the DoC dated October 26, 2001 (Order No. SB1335-02-W-0175), as modified by the usTLD Administrator and the DoC, for the administration and operation of the usTLD.

2. NeuStar OBLIGATIONS.

2.1 Accreditation. During the Term of this Accreditation Agreement, Registrar is hereby accredited by NeuStar to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database) for the usTLD and any second-level domain(s) that are the subject of appendices to this Agreement according to Section 5.5.

2.2 Registrar Use of NeuStar Name and Website. NeuStar hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Accreditation Agreement (a) to state that it is accredited by NeuStar as a registrar for the usTLD and (b) to link to pages and documents within the NeuStar web site. Registrar will place on the first web page at which registrants can register .us domain names a "usTLD Accredited Registrar" logo to be supplied by NeuStar. No other use of NeuStar's name or website is licensed hereby. This license may not be assigned or sublicensed by Registrar.

2.3 General Obligations of NeuStar. With respect to all matters that impact the rights, obligations, or role of Registrar, NeuStar shall during the Term of this Accreditation Agreement:

- 2.3.1 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and
- 2.3.2 ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by NeuStar standards, policies, procedures or practices.

3. REGISTRAR OBLIGATIONS.

3.1 Obligations to Provide Registrar Services. During the Term of this Accreditation Agreement, Registrar agrees that it will operate as a registrar for the usTLD and for each second-level domain for which it is accredited, in accordance with this Accreditation Agreement and the usTLD Administrator-Registrar Agreement.

3.2 Submission of Registered Name Holder Data to Registry. During the Term of this Accreditation Agreement:

- 3.2.1 As part of its registration of Registered Names in the usTLD, Registrar shall submit to, or shall place in the Registry Database operated by, NeuStar, as the Registry for the usTLD, the following data elements:

- 3.2.1.1 The name of the Registered Name being registered;
 - 3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;
 - 3.2.1.3 The corresponding names of those nameservers;
 - 3.2.1.4 Unless automatically generated by the Registry System, the identity of the Registrar;
 - 3.2.1.5 Unless automatically generated by the Registry System, the expiration date of the registration; and
 - 3.2.1.6 Any other data NeuStar, as Registry, requires be submitted to it, including specifically, the data elements listed in Section 3.3 of this Agreement, as well as information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.). The appendix to this Agreement for a particular second-level domain may state substitute language for Subsections 3.2.1.1 through 3.2.1.6 as applicable to that second-level domain; in that event the substitute language shall replace and supercede Subsection 3.2.1 through 3.2.1.6 states above for all purposes under this Agreement by only with respect to that particular second level domain.
- 3.2.2 Within five (5) business days after receiving any updates from the Registered Name Holder to the data elements required to be submitted to the Registry listed in Section 3.2.1 for any Registered Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by NeuStar, as Registry.
- 3.2.3 In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated usTLD Administrator, within ten (10) days of a request by NeuStar, Registrar shall submit an electronic database containing the data elements required to be submitted to the Registry listed in Section 3.2.1 for all active records in the registry sponsored by Registrar, as well as all information collected for compliance with an applicable “Sunrise” process or the US Nexus requirement, in a format specified by NeuStar.

3.3 Public Access to Data on Registered Names. During the Term of this Accreditation Agreement:

- 3.3.1 At its expense, Registrar shall provide an interface or link to the usTLD Whois. Until NeuStar otherwise specifies by means of a NeuStar adopted specification or policy, the usTLD Whois shall consist of the following elements as required and amended by the usTLD Agreement and/or the usTLD Administrator-Registrar Agreement:
- 3.3.1.1 The name of the Registered Name;
 - 3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

- 3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);
- 3.3.1.4 Registrar ID
- 3.3.1.5 The original creation date of the registration;
- 3.3.1.6 The expiration date of the registration;
- 3.3.1.7 The name and postal address of the Registrant;
- 3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
- 3.3.1.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

The appendix to this Agreement, or an applicable second-level Registrar Agreement, for a particular second level domain may state substitute language for Subsections 3.3.1.1 through 3.3.1.9 as applicable to that second level domain; in that event the substitute language shall replace and supercede Subsections 3.3.1.1 through 3.3.1.9 states above for all purposes under this Agreement but only with respect to that particular second level domain.

- 3.3.2 Upon receiving any updates to the data elements listed in Section 3.3 from the Registrant, Registrar shall promptly, and no later than fifteen (15) days, update its database and provide such updates to the Registry.
- 3.3.3 To comply with applicable statutes and regulations and for other reasons, Registry may from time to time adopt policies and specifications establishing limits (1) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (2) on the manner in which Registrar may make such data available. In the event that the Registry or the DoC adopts any such policy, Registrar shall abide by it.

3.4 Retention of Registrant and Registration Data.

- 3.4.1 During the Term of this Accreditation Agreement, Registrar shall maintain, or cause to be maintained, an electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within the usTLD, and any second-level domain for which it is accredited. The data for each such registration shall include the elements listed in Subsections 3.2 and 3.3; the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and any other Registry Data that Registrar has submitted to the Registry or placed in the Registry Database under Subsection 3.2.
- 3.4.2 During the Term of this Accreditation Agreement and for three (3) years thereafter, Registrar (itself or by its agent(s)) shall maintain, or cause to be

maintained, the following records relating to its dealings with NeuStar, as Registry, and Registrant:

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to NeuStar, as Registry;

3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registrant, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registrant with Registrar, including dates and amounts of all payments and refunds.

3.4.3 During the Term of this Accreditation Agreement and for three (3) years thereafter, Registrar shall make these records available for inspection and copying by NeuStar upon reasonable notice. NeuStar shall not disclose the content of such records except as expressly permitted by a NeuStar specification or policy or as otherwise required by law.

3.5 Rights in Data. All rights of the Registry and Registrar under this Agreement remain subject to Clause 8 of the Terms and Conditions - Simplified Acquisitions of the usTLD Agreement ("Clause 8"). In the event of any conflict between such Clause 8 and this Agreement, Clause 8 shall control. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Sections 3.2. and 3.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, the usTLD and in any second-level domain within the usTLD for which registrar is accredited. Upon a change in sponsorship from Registrar of any Registered Name in the usTLD or any second-level domain within the usTLD for which registrar is accredited, Registrar acknowledges that the registrar gaining sponsorship shall have transferred to it any rights of use in the data elements listed in Sections 3.2 and 3.3 held by the Registrar under this Agreement. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Accreditation Agreement and any NeuStar specifications or policies and as required by law or (2) transferring rights it claims in data elements subject to the provisions of this Subsection.

3.6 Data Escrow. During the Term of this Accreditation Agreement, on a schedule, under the terms, and in the format specified by NeuStar, Registrar shall submit an electronic copy of the database described in Subsection 3.4.1 to NeuStar or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and NeuStar, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, NeuStar, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to NeuStar; (2) the data shall be released from escrow upon expiration without renewal or termination of this Accreditation Agreement; and (3) NeuStar's rights under the escrow agreement shall be assigned with any assignment of this Accreditation Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, NeuStar (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.

3.7 Business Dealings, Including with Registrant.

- 3.7.1 In the event NeuStar adopts a specification or policy, supported by a consensus of NeuStar-Accredited registrars, establishing or approving a code of conduct for NeuStar-Accredited registrars, Registrar shall abide by that code.
- 3.7.2 Registrar shall abide by applicable U.S. laws and governmental regulations and requirements and policies that may be approved and/or mandated by the DoC.
- 3.7.3 Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to the Registry System that is superior to that of any other Accredited registrar.
- 3.7.4 Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registrant upon activation of the registration.
- 3.7.5 Registrar shall register Registered Names to Registrant only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration. In the event that NeuStar adopts a specification or policy concerning procedures for handling expiration of registrations, Registrar shall abide by that specification or policy.
- 3.7.6 Registrar shall not modify or renew any Registered Name in a manner contrary to a NeuStar policy stating a list or specification of excluded Registered Names that is in effect at the time of modification or renewal.
- 3.7.7 Registrar shall require all Registrants to enter into an electronic or paper registration agreements with Registrar including at least the following provisions:
 - 3.7.7.1 The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in Section 3.3.
 - 3.7.7.2 A Registrant's willful or grossly negligent provision of inaccurate or unreliable information, its willful or grossly negligent failure promptly to update information provided to Registrar shall constitute a material breach of the Registrant's Registration Agreement with the registrar and be a basis for cancellation of the Registered Name registration.

3.7.7.3 Enforcement of Accurate Whois Data

- 3.7.7.3.1 Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants.
- 3.7.7.3.2 No later than thirty (30) days after receipt of a written complaint, the Registrar shall conduct an initial investigation into the veracity and accuracy of the contact details. If the Registrar determines that the information is false, inaccurate or not up to date, Registrar shall issue a letter to the Registrant via e-mail, and regular first class mail, stating that the information contained in the Registrant's Whois record may be false, inaccurate or not up to date.
- 3.7.7.3.3 The Registrant shall be required to update its contact information no later than thirty (30) calendar days from the date of such notice. If, within thirty (30) days, Registrant can either (i) show that it has not provided false or inaccurate contact information or (ii) provide the updated Whois information, then the registrant will be allowed to maintain its usTLD domain name registration. If, however, after thirty (30) days, the registrant either does not respond to Registrar's notice or is unable to provide true and accurate contact information, the registrant shall be deemed to have breached its registration agreement and the registrar shall be required to delete the registration.
- 3.7.7.3.4 Registrar shall not be required to refund any fees paid by the Registrant if the Registrar terminates a Registrant's registration agreement due to its enforcement of this provision.

3.7.7.4 Registrant as Licensor; No Proxy Domain Name Services

- 3.7.7.4.1 Any Registrant that intends to license use of a domain name to a third party is nonetheless the Registrant of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registrant reasonable evidence of actionable harm.
- 3.7.7.4.2 Notwithstanding Section 3.7.7.4.1 above, neither Registrar nor any of its resellers, affiliates, partners and/or contractors shall be permitted to offer anonymous or proxy domain name registration services which prevent the Registry from having

and displaying the true and accurate data elements contained in Section 3.3 for any Registered Name.

- 3.7.7.5 Registrar shall provide notice to each new or renewed Registrant stating:
- 3.7.7.5.1 The purposes for which any personal data collected from the applicant are intended;
 - 3.7.7.5.2 The intended recipients or categories of recipients of the data (including NeuStar, as Registry, and others who will receive the data from NeuStar, as Registry);
 - 3.7.7.5.3 Which data are obligatory and which data, if any, are voluntary; and
 - 3.7.7.5.4 How the Registrant or data subject can access and, if necessary, rectify the data held about them.
- 3.7.7.6 The Registrant shall consent to the data processing referred to in this Section 3.7.7.4.
- 3.7.7.7 The Registrant shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose personal data are supplied to Registrar by the Registrant, and that the Registrant has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.
- 3.7.7.8 Registrar shall agree that it will not process the personal data collected from the Registrant in a way incompatible with the purposes and other limitations about which it has provided notice to the Registrant in accordance with Subsection 3.7.7.4 above.
- 3.7.7.9 Registrar shall agree that it will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 3.7.7.10 The Registrant shall represent that, to the best of the Registrant's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
- 3.7.7.11 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Registrar is located, and 3) the United States.
- 3.7.7.12 The Registrant shall agree that its registration of the Registered Name shall be subject to suspension, deletion, cancellation, or transfer pursuant to any NeuStar adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a NeuStar adopted specification or policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the

Registered Name. The appendix to this Agreement for a particular second-level domain may state additional grounds for suspension, deletion, cancellation or transfer to that second-level domain; in that event there are additional grounds such grounds shall supplement the grounds contained in this Subsection only with respect to that particular second level domain.

- 3.7.7.13 The Registrant shall indemnify and hold harmless the Registry and its directors, officers, employees, representatives, subcontractors, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name.
- 3.7.7.14 Registrar shall require in its Registration Agreement with each Registrant that such Registrant certify that it meets the following Nexus Requirements
http://www.neustar.us/policies/docs/ustld_nexus_requirementto
qualify to register to use a Registered Name. Registrants in the usTLD must be either:
- 3.7.7.14.1 A natural person (i) who is a citizen or permanent resident of the United States of America or any of its possessions or territories, or (ii) whose primary place of domicile is in the United States of America or any of its possessions, or
- 3.7.7.14.2 An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof), or
- 3.7.7.14.3 An entity or organization that has a bona fide presence in the United States.
- 3.7.7.15 Registrar shall require in its Registration Agreement with each Registrant that failure of Registrant to abide by the Nexus Requirements shall be a basis for cancellation of the registered name.
- 3.7.7.16 The appendix to this Agreement for a particular second-level domain and/or a separate Registry/Registrar agreement for a particular second-level domain may state additional requirements to be contained within its Registrar Agreement with each Registrant; in that event there are additional requirements such requirements shall supplement the grounds contained in this Subsection 3.7.7 only with respect to that particular second level domain.

- 3.7.8 Registrar shall abide by any specifications or policies established according to Section 4 requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take the steps set forth in Section 3.7.7.3 to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take the steps described in Section 3.7.7.3. to correct that inaccuracy.
- 3.7.9 Registrar shall abide by any NeuStar adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by registrars.
- 3.7.10 Nothing in this Accreditation Agreement prescribes or limits the amount Registrar may charge Registrant for registration of Registered Names.

3.8 Domain-Name Dispute Resolution. During the Term of this Accreditation Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by NeuStar under Section 4, Registrar shall comply with the United States Dispute Resolution Policy (usDRP) and the Nexus Dispute Policy ("NDP") identified on Registry's website. The appendix to this Agreement for a particular second-level domain and/or a separate Registry/Registrar agreement for a particular second-level domain may state additional dispute resolution policies and procedures to be implemented with respect to Registered Names in a particular second-level domain name space; in that event there are additional policies and procedures, such policies and procedures shall supplement the dispute policies and procedures contained in this Subsection 3.8 only with respect to that particular second level domain.

3.9 Accreditation Fees. As a condition of accreditation, Registrar shall pay accreditation fees to NeuStar. These fees consist of yearly and variable fees.

- 3.9.1 Initial Accreditation Fee. Registrar shall pay NeuStar an initial fixed accreditation fee of \$1,000 for the usTLD. Payment of the yearly fixed fee shall be due within thirty (30) days after invoice from NeuStar.
- 3.9.2 Variable Accreditation Fee. [INTENTIONALLY OMITTED]
- 3.9.3 [INTENTIONALLY OMITTED]

3.10 Insurance. Registrar shall maintain in force commercial general liability insurance with policy limits of at least \$500,000 covering liabilities arising from Registrar's registrar business during the term of this Accreditation Agreement.

4. PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.

4.1 Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Accreditation Agreement, Registrar shall comply with the terms of this Accreditation Agreement and, on the schedule set forth in Subsection 4.3, with

4.1.1 new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by NeuStar as usTLD Policies in the manner described in Subsection 4.2,

in cases where:

4.1.1.1 this Accreditation Agreement expressly provides for compliance with revised specifications or policies established in the manner set forth in one or more subsections of this Section 4; or

4.1.1.2 the specification or policy concerns one or more topics described in Subsection 4.2.

4.1.2 new or revised specifications and policies established required by operation of the usTLD Agreement or the ccTLD Agreement.

4.2 Manner of Establishment of New and Revised Specifications and Policies

4.2.1 "NeuStar Policies" are those specifications or policies established by NeuStar through the procedures outlined in the usTLD Agreement and on the usTLD website www.neustar.us and taking into account the recommendations of the United States Policy Council ("usPC"), as appropriate.

4.2.2 For all purposes under this Accreditation Agreement, the policies specifically identified by NeuStar on its website for the usTLD <www.neustar.us> at the date of this Accreditation Agreement as having been adopted by NeuStar before the date of this Accreditation Agreement shall be treated in the same manner and have the same effect as "NeuStar Policies". Such NeuStar Policies are hereby incorporated by reference and shall be binding on Registrar.

4.3 Time Allowed for Compliance. Registrar shall be afforded a reasonable period of time after receiving notice of the establishment of a specification or policy under Subsection 4.2 in which to comply with that specification or policy, taking into account any urgency involved.

5. MISCELLANEOUS PROVISIONS.

5.1 Specific Performance. While this Accreditation Agreement is in effect, either party may seek specific performance of any provision of this Accreditation Agreement in the manner provided in Section 5.5 below, provided the party seeking such performance is not in material breach of its obligations.

5.2 Termination of Accreditation Agreement by Registrar. This Accreditation Agreement may be terminated before its expiration by Registrar by giving NeuStar thirty (30) days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to NeuStar pursuant to this Accreditation Agreement.

5.3 Termination of Accreditation Agreement by NeuStar. This Accreditation Agreement may be terminated before its expiration by NeuStar in any of the following circumstances:

5.3.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.

5.3.2 Registrar:

- 5.3.2.1 is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that NeuStar reasonably deems as the substantive equivalent of those offenses; or
- 5.3.2.2 is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.
- 5.3.3 Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that NeuStar deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.
- 5.3.4 Registrar fails to cure any breach of this Accreditation Agreement within fifteen (15) business days after NeuStar gives Registrar notice of the breach.
- 5.3.5 Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.5.
- 5.3.6 Registrar continues acting in a manner that NeuStar has reasonably determined endangers the stability or operational integrity of the Internet or the Registry System after receiving three (3) days notice of that determination.
- 5.3.7 Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar's property or assets or the liquidation, dissolution or winding up of Registrar's business..

5.4 Term of Accreditation Agreement; Renewal; Right to Substitute Updated Accreditation Agreement. This Accreditation Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the NeuStar-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Accreditation Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Accreditation Agreement) that NeuStar adopts in accordance with Subsection 2.3 and Subsection 4.2. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Accreditation Agreement, NeuStar posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Accreditation Agreement under Subsection 5.3 above) may elect, by giving NeuStar written notice, to enter an agreement in the updated form in place of this Accreditation Agreement. In the event of such election, Registrar and NeuStar shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the

updated form posted on the web site, calculated as if it commenced on the date this Accreditation Agreement was made, and this Accreditation Agreement will be deemed terminated.

5.5 Addition or Deletion of second-level domains for Which Registrar Accredited. On the Effective Date, Registrar shall be accredited according to Subsection 2.1 for the generic .us top-level domain. Such accreditation does not include the right to register domain names in those second-level domains that have been reserved by NeuStar and may in the future be open for registration. Each second-level domain as to which an appendix executed by both parties is attached to this Agreement. During the Term of this Agreement, Registrar may request accreditation for any additional second-level domain(s) by signing an additional appendix for each additional second-level domain in the form prescribed by NeuStar and submitting the appendix to NeuStar. In the event NeuStar agrees to the request, NeuStar will sign the additional appendix and return a copy of it to Registrar. The mutually signed appendix shall thereafter be an appendix to this Agreement. During the Term of this Agreement, Registrar may abandon its accreditation for any second-level domain under this Agreement (provided that Registrar will thereafter remain accredited for the .us top-level domain or at least one second-level domain under this Agreement) by giving NeuStar written notice specifying the second level domain (or .us top-level domain) as to which accreditation is being abandoned. The abandonment shall be effective thirty (30) days after the notice is given.

5.6 Resolution of Disputes Under this Accreditation Agreement; Governing Law. Disputes arising under or in connection with this Accreditation Agreement, including (1) disputes arising from NeuStar's failure to renew Registrar's accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.5 pursuant to the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Washington, D.C., USA. There shall be three (3) arbitrators: each party shall choose one arbitrator; if those two arbitrators do not agree on a third arbitrator within fifteen (15) calendar days of the designation of the second arbitrator, the AAA shall choose the third. 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 AAA 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 (90) days of the of the selection of the third arbitrator. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Accreditation Agreement by NeuStar, Registrar may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the arbitration panel has granted a NeuStar request for specific performance and Registrar has failed to comply with such ruling. In all litigation involving NeuStar concerning this Accreditation Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in the Eastern District of the Commonwealth of Virginia, 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 the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be

a waiver of this arbitration agreement. This Accreditation Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Virginia).

5.6 Limitations on Monetary Remedies for Violations of this Accreditation Agreement. NeuStar's aggregate monetary liability for violations of this Accreditation Agreement shall not exceed the amount of accreditation fees paid by Registrar to NeuStar under Subsection 3.9 of this Accreditation Agreement. Registrar's monetary liability to NeuStar for violations of this Accreditation Agreement shall be limited to the aggregate amount of accreditation fees previously paid plus those then owing to NeuStar under this Accreditation Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATION OF THIS ACCREDITATION AGREEMENT.

5.7 Assignment. Either party may assign or transfer this Accreditation Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld, except that NeuStar may, with the written approval of the U.S. Department of Commerce, assign this agreement by giving Registrar written notice of the assignment.

5.8 No Third-Party Beneficiaries. This Accreditation Agreement shall not be construed to create any obligation by either NeuStar or Registrar to any non-party to this Accreditation Agreement, including any Registrant.

5.9 Notices, Designations, and Specifications. Any notice or other communication required or permitted to be delivered to any party under this Accreditation Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against receipt of confirmation of delivery) or by telecopier (against receipt of answerback confirming delivery) during business hours to the address or telecopier number set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from NeuStar to Registrar at such time as NeuStar posts any notice, update, modification or other information on its U.S. website, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new UsTLD Policy).

If to Registrar:

with copy to:

If to Registry:

NeuStar, Inc.
46000 Center Oak Plaza
Building Ten
Sterling, VA 20166
Attn: Sr. Director, Law & Advanced Services
phone: (571) 434-5400
fax: (571) 434-5735

with a copy to:

NeuStar, Inc.
46000 Center Oak Plaza
Building Ten
Sterling, VA 20166
Attn: General Counsel
phone: (571) 434-5400
fax: (571) 434-5735

5.10 Dates and Times. All dates and times relevant to this Accreditation Agreement or its performance shall be computed based on the date and time observed in Washington, D.C., USA.

5.11 Language. All notices, designations, and specifications made under this Accreditation Agreement shall be in the English language.

5.12 Amendments and Waivers. No amendment, supplement, or modification of this Accreditation Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Accreditation 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 Accreditation 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.

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

5.14 Entire Accreditation Agreement. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to NeuStar in connection with its Accreditation, this Accreditation Agreement constitutes the entire agreement of the parties pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

5.15 Construction; Severability. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Accreditation Agreement. Unless otherwise stated in this Accreditation Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Accreditation Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Accreditation Agreement, as it is the intent of the parties that this Accreditation Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Accreditation Agreement shall be construed as if such clause or portion thereof had never been contained in this Accreditation Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the parties as expressed in this Accreditation Agreement to the fullest extent permitted by applicable law.

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

NeuStar, Inc.

By: _____
Name: _____
Title: _____

[Registrar Name]

By: _____
Name: _____
Title: _____

.KIDS.US APPENDIX

NeuStar, Inc. ("Registry"), a Delaware Corporation and [Registrar Name], a [organization type and jurisdiction] ("Registrar") have entered into a usTLD Registrar Accreditation Agreement ("Registrar Accreditation Agreement"), of which this appendix (" .KIDS.US Appendix") is a part.

Registrar wishes to be accredited in the .KIDS.US second-level domain pursuant to and subject to the Registrar Accreditation Agreement and Registry wishes to accredit Registrar in the .KIDS.US second level domain. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and Registry hereby agree as follows:

1. Definitions. All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Registrar Accreditation Agreement.
2. Registrar Election. Registrar hereby elects and agrees to become accredited by NEUSTAR to provide Registration Services in the .KIDS.US second-level domain.
3. Registry's Acceptance. Registry hereby accepts Registrar's election to become accredited by Registry to provide Registrar Services in the .KIDS.US second-level domain.
4. Data Submission. Pursuant to Subsection 3.2.1, as part of its registration for a KIDS.US second-level domain during the Sunrise Process (as defined in the Kids.us usTLD Administrator Registrar Agreement), Registrar shall submit to, or shall place in the Registry Database operated by the Registry, data elements Registry requires be submitted to it.
5. Kids.us Delegated Authority. Registrar acknowledges that Registry has been delegated policy-formulation authority under its usTLD Agreement with the DoC. The scope of delegation includes topics that will affect the manner in which Registrar conducts its business of registering domain names in the .KIDS.US second-level domain. Registrar agrees to comply with the requirements established by the Registry within its delegated scope of policy-formulation authority.
6. Reservation of Rights for Registry. In addition to the grounds states in Subsection 3.7.7.12, Registry reserves the right to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its sole discretion; (1) to protect the integrity and stability of the KIDS.US domain; (2) to comply with any applicable laws, government rules, policies 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 KIDS.US, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of any agreement between Registry and any third party related to the KIDS.US domain; (5) to correct mistakes made by Registry with a domain name registration in the KIDS.US domain.

IN WITNESS WHEREOF, the parties hereto have caused this .KIDS.US Appendix to be executed by their duly authorized representatives.

REGISTRY

NeuStar, Inc.
46000 Center Oak Plaza
Building Ten
Sterling, VA 20166

By: _____

Name:

Title:

Dated: _____, 200__

REGISTRAR

[Registrar Name]
[registrar street address]
[registrar city and state]
Telephone:
Facsimile:

By: _____

Name:

Title:

Dated: _____, 200__