

.CN NEUSTAR-REGISTRAR AGREEMENT

This NeuStar-Registrar Agreement is made and effective as of _____, 200__, by and between NeuStar, Inc., a Delaware corporation, with its principal place of business located at 46000 Center Oak Plaza, Building X, Sterling, VA. 20166 (“NeuStar”), and _____ [Registrar’s name], a _____ [jurisdiction and type of organization], with its principal place of business located at [_____] (“Registrar”).

WHEREAS, China Internet Network Information Center (“CNNIC”) is the authority responsible for the administration of the national top-level domain name of the People’s Republic of China and the Chinese domain name system. It undertakes the duties of operating and managing the domain name system, maintaining the domain name database, appointing the domain name registration service agency, and supervising and controlling domain name registration services;

WHEREAS, NeuStar has been selected by CNNIC to be the exclusive Registry Gateway provider for the “.cn” top-level domain for all Registrars headquartered or controlled from outside of China;

WHEREAS, multiple registrars will provide Internet domain name registration services within the .cn top-level domain pursuant to NeuStar-Registrar Agreements substantially similar to this Agreement;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .cn top-level domain.

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, NeuStar and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1. “Accreditation Agreement” means the agreement between Registrar and CNNIC to register .cn domain names as set forth in Section 3.1 below.
- 1.2. “Agreement” means this NeuStar-Registrar Agreement between NeuStar and Registrar, as such may be amended from time to time in the future.
- 1.3. The “APIs” are the application program interfaces by which Registrar may interact, through the EPP, with the .cn TLD System.
- 1.4. “CNNIC” means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People’s Republic of China and the Chinese domain name system.

- 1.5. “.cn domain names”, “.cn top-level domain” or the “.cn TLD” shall refer to (i) second level ASCII.cn domain names, (ii) third level com.cn, net.cn, and org.cn; and (iii) Chinese language .cn domain names. Both second and third level ASCII domain names and Chinese language domain names shall be referred to as “.cn” for purposes of this Agreement;
- 1.6. “.cn TLD Database” means a database comprised of data about one or more DNS domain names within the domain of the .cn TLD 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.
- 1.7. “.cn TLD Services” means services provided as an integral part of the operation of the .cn TLD.
- 1.8. “.cn TLD System” means the registry system operated by CNNIC for Registered Names in the .cn TLD.
- 1.9. “Confidential Information” means all information and materials, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications provided by one party to this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”) 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 fifteen (15) days of the disclosure of the confidential nature of such information.
- 1.10. “DNS” means the Internet domain name system.
- 1.11. The “Effective Date” shall be the date first set forth above.
- 1.12. “EPP” means the extensible registry-registrar protocol used by the .cn TLD System.
- 1.13. “Personal Data” refers to data about any identified or identifiable natural person.
- 1.14. “Registered Name” refers to a domain name within the domain of the .cn TLD, about which NeuStar or an affiliate engaged in providing Registry Gateway Services transmits data to CNNIC for them to maintain in the .cn TLD Database.
- 1.15. “Registrant” means the holder of a Registered Name.
- 1.16. The word “Registrar” when appearing with an initial capital letter, refers to _____ [Registrar Name], a party to this Agreement.
- 1.17. The word “registrar” when appearing without an initial capital letter, refers to an entity that contracts with Registrants and with NeuStar to provide domain name

registration services and collects registration data about the Registrants and submits registration information for entry in the .cn TLD Database and is party to an Accreditation Agreement with CNNIC.

- 1.18. "Registrar Services" means services provided by a registrar in connection with the .cn TLD under this Agreement, and includes contracting with Registrants, collecting registration data about the Registrants, and submitting registration information for entry in the .cn TLD Database.
- 1.19. "Registrar Documentation" shall mean the Documentation provided by NeuStar to Registrar setting forth any operational or business requirements for the Registry Gateway.
- 1.20. "Registry Gateway" shall mean the service that processes transactions via NeuStar's API in order to interact with the .cn TLD System.
- 1.21. "Term" means the term of this Agreement, as set forth in Subsection 8.1.
- 1.22. A "TLD" means a top-level domain of the DNS.

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 NEUSTAR

- 2.1. **Access to NeuStar's Registry Gateway.** Throughout the Term of this Agreement, NeuStar shall provide Registrar with access as a registrar to the .cn TLD System through the Registry Gateway. Nothing in this Agreement entitles Registrar to enforce any agreement between NeuStar and CNNIC, and Registrar shall not be deemed to be a third-party beneficiary to any Agreement between the NeuStar and CNNIC.
- 2.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, NeuStar shall facilitate CNNIC's maintenance of the registrations of Registered Names sponsored by Registrar in the .cn TLD System so long as Registrar has paid the Fees required by Subsection 4.1 below and this Agreement remains in effect.
- 2.3. **Provision of Documentation; Limited License.**
 - 2.3.1. Registrar Documentation. NeuStar shall provide to Registrar a copy of Registrar Documentation, which shall provide sufficient technical specifications to permit Registrar to interface with the Registry Gateway and employ its features that are available to registrars.
 - 2.3.2. Limited License. Subject to the terms and conditions of this Agreement, including without limitation Registrar's timely payment of all Fees,

NeuStar hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the EPP, APIs and any reference client software included in the Registrar Documentation, as well as any updates and redesigns thereof, for providing domain name Registrar Services in the .cn TLD only and for no other purpose.

- 2.4. **Changes to Registry Gateway.** NeuStar may, in its discretion from time to time make modifications to the EPP, APIs, or other software or materials licensed hereunder that will modify, revise or augment the features of the Registry Gateway. Provided that such modifications are not due, in whole or in part, to changes in CNNIC's policies, systems or operational processes, NeuStar will use commercially reasonable efforts to provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the EPP, APIs or software licensed hereunder. NeuStar shall have no obligation under this Agreement to update, modify, maintain, or repair any EPP, APIs, or other software materials (or any updates or redesigns thereto) licensed under this Agreement to Registrar.
- 2.5. **Engineering and Customer Service Support.** NeuStar shall provide Registrar with engineering and customer service support as set forth in Exhibit A.
- 2.6. **Handling of Personal Data.** NeuStar shall notify Registrar of the purposes for which Personal Data submitted to NeuStar 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. NeuStar shall take commercially reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. NeuStar, however, makes no representations as to how CNNIC uses, accesses or corrects any Personal Data it receives from NeuStar through the Registry Gateway.
- 2.7. **CNNIC/NeuStar Requirements.** NeuStar's obligations hereunder are subject to modification at any time as the result of CNNIC-mandated requirements and policies developed by CNNIC from time to time. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such requirements or policies in accordance with the stated timelines.
- 2.8. **CNNIC as Registry.** Registrar acknowledges that CNNIC, not NeuStar, is responsible for the performance of all registry level services for the .cn TLD, including, but not limited to all DNS and Whois-related services. NeuStar expressly makes no warranties or representations about the CNNIC's operation or administration of the .cn TLD System.

3. OBLIGATIONS OF REGISTRAR

- 3.1. **Accredited Registrar.** On or prior to the Effective Date of this Agreement, Registrar shall enter into an accreditation agreement with CNNIC (“Accreditation Agreement”) and during the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by CNNIC as a registrar for the .cn TLD.
- 3.2. **Registrar Responsibility for Customer Support.** As provided for in the Accreditation Agreement, Registrar shall provide (i) Registrar Services and support to accept and process orders for Registered Names from proposed Registrants and (ii) customer service (including domain name record support) and billing and technical support to Registrants.
- 3.3. **Registrar’s Registration Agreement.** At all times during the Term of this Agreement while it is sponsoring the registration of any Registered Name within the .cn TLD System, Registrar shall have in effect an electronic or paper registration agreement with each Registrant (a “Registration Agreement”). Registrar shall, if so requested by NeuStar from time to time, promptly furnish to NeuStar a copy of each general form of Registration Agreement it uses with Registrants. Registrar shall include in each Registration Agreement those terms specifically required by this Agreement (including those elements listed in Exhibit C) and the Accreditation Agreement and other terms that are consistent with Registrar’s obligations to NeuStar under this Agreement and the Accreditation Agreement and that will ensure ongoing compliance with both such agreements.
- 3.4. **Indemnification Required of Registrants.** In its Registration Agreement with each Registrant, Registrar shall require such Registrant to indemnify, defend and hold harmless CNNIC, NeuStar, and their directors, officers, employees, representatives, 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. Each 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 .cn TLD, Registrar shall submit complete data (and update such data) as required by technical specifications of the .cn TLD System that are made available to Registrar from time to time and of the Accreditation Agreement. Registrar hereby grants NeuStar and CNNIC non-exclusive, non-transferable, limited licenses to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in NeuStar’s operation of the Registry Gateway and CNNIC’s operation of the .cn TLD.

3.6. Updates to Data; Reconstitution.

- 3.6.1. Within three (3) business days after receiving any updates from the Registered Name Holder to the data elements required to be submitted to NeuStar under this Agreement for any Registered Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the cnTLD System through the Registry Gateway. In addition, within three (3) business days after receiving the request to delete the domain name from the Registered Name Holder, Registrar shall complete the deletion and return such domain name to the cnTLD System through the Registry Gateway.
- 3.6.2. In order to allow reconstitution of the .cn TLD System in the event of an otherwise unrecoverable technical failure or a change in the CNNIC-designated Registry Gateway provider, within ten (10) days of a request by CNNIC or NeuStar, Registrar shall submit an electronic database containing the data elements required to be submitted to CNNIC for all active records in the registry sponsored by Registrar, in a format specified by CNNIC.

3.7. Enforcement of Accurate Whois Data

- 3.7.1 Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants.3.7. 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.
- 3.7.2 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 .cn TLD 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.

- 3.7.3 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.
- 3.8. **Security.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry Gateway is secure. All data exchanged between Registrar's system and the Registry Gateway shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the Registry Gateway granted hereunder from being used 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 its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of NeuStar, any other registry operated under an agreement with NeuStar, or any registrar, except as reasonably necessary to register domain names or modify existing registrations in compliance with this Agreement. In addition, NeuStar may from time to time require other reasonable security provisions to ensure that the Registry Gateway is secure, and Registrar will comply with all such provisions.
- 3.9. **Resolution of Technical Problems.** Registrar agrees to 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 EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the Registry Gateway, the .cn TLD System or other emergency, NeuStar may, in its sole discretion, temporarily suspend access to the Registry Gateway. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including any affiliates of NeuStar that serve as registrars.
- 3.10. **Time of Entry of Domain Name Registration.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the .cn TLD Database in the .cn TLD System records shall control.
- 3.11. **Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registrant's existing domain name registration from another registrar using the Registry Gateway by following the policy set forth in Exhibit B. When transferring sponsorship of a Registered Name to or from another registrar using the Registry Gateway, Registrar shall comply with the requirements of Exhibit B. In addition, to those requirements contained in Exhibit B, the following shall apply:
- 3.11.1. Registrars may only transfer a domain name to or from another Registrar that is headquartered, or controlled by an entity located, outside of China. Registrars may not transfer a Registered Name to or from a Registrar that is headquartered, or controlled by an entity located, inside China.

- 3.11.2. Registrars shall not provide identical Registrar-generated <authinfo> codes for domain names registered by different registrants with the same Registrar. NeuStar in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>).
- 3.11.3. The Registrar shall be required to provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access and/or modification within three (3) days. Failure of Registrar to timely respond to a Registered Name Holder authorization code inquiry shall constitute an incurable material breach of this Agreement.
- 3.12. **Compliance with Terms and Conditions.** Registrar shall comply with, and shall include in each Registration Agreement all of the following:
- 3.12.1. Standards, policies, procedures, and practices for the .cn TLD as set forth in this Agreement, the Accreditation Agreement, and as established from time to time by NeuStar and/or CNNIC in a non-arbitrary manner and applicable to all registrars generally, and consistent with CNNIC's standards, policies, procedures, and practices. Among CNNIC's current operational standards, policies, procedures, and practices are those set forth in Exhibit C. Additional or revised CNNIC or NeuStar standards, policies, procedures, and practices for the .cn TLD shall be effective upon thirty (30) days notice by NeuStar to Registrar, unless otherwise stated by NeuStar or CNNIC as a result of changes by CNNIC to the .cn TLD System.
- 3.13 **Restriction on Serving as a Proxy.** Registrar agrees that at no time shall it represent any actual or potential domain name holder or serve as a proxy for a Registrant. For the avoidance of doubt, Registrar must include the actual Registrant's contact information, including the Registrant's physical address, telephone number, facsimile number (if available) and e-mail address, in the domain name registration as required pursuant to Section 3.5 above.
- 3.14 **Reasonable Assurance of Payment.** 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.

- 3.15 **Resellers.** Registrar may, at its discretion from time to time, designate one or more resellers that will be permitted to provide Registrar Services consistent with those permitted of Registrar under this Agreement. Registrar shall enter into a written agreement with each of its resellers (a “Reseller Agreement”), which will ensure compliance with this Agreement and the Accreditation Agreement and include sufficient terms and conditions to obligate each reseller to abide by all terms and conditions and all Registrar obligations set forth in this Agreement and the Accreditation Agreement. Registrar shall be primarily liable for all acts or omissions of its resellers, and NeuStar’s obligations under this Agreement and the Accreditation Agreement shall not be increased due to Registrar’s appointment of resellers. Further, in its Reseller Agreement with each reseller, Registrar shall require such reseller to indemnify, defend and hold harmless NeuStar, CNNIC, and their directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to any activities of such reseller. Each such Reseller Agreement shall further require that this indemnification obligation survive the termination or expiration of that agreement.
- 3.16 **Data Escrow.** During the Term of this Agreement, Registrar shall submit an electronic copy of the data submitted to NeuStar in accordance with Subsection 3.5 to a reputable escrow agent. 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 Agreement; and (3) NeuStar's rights under the escrow agreement shall be assigned with any assignment of this 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.

4. FEES

- 4.1. **Amount of NeuStar Fees.** Registrar agrees to pay NeuStar the fees set forth in Exhibit D for initial and renewal registrations and other services provided by NeuStar to Registrar (collectively, “Fees”). NeuStar reserves the right to revise the Fees prospectively upon thirty (30) days notice to Registrar.

Registrar further agrees that in the event that a so-called “Sunrise” batch-based registration system is implemented in the introduction of the second-level ASCII.cn domain name space or any new multilingual.cn space, Registrar shall not charge to registrants any fee for the submission of a domain name application or request for registration. Registrar agrees that the only fee allowable for the

submission of a domain name request under such systems will be Registrar's standard registration fee charged to the ultimate holder of a Registered Name.

- 4.2. **Payment of NeuStar Fees.** In advance of incurring Fees, Registrar shall establish a deposit account with NeuStar. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by NeuStar to Registrar. Payment shall be made via debit or draw down of the deposit account. NeuStar shall provide monthly statements to the Registrar.
- 4.3. **Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or otherwise fails to pay Fees when due, NeuStar may do any or all of the following: (a) stop accepting new initial or renewal registrations from Registrar; (b) delete the domain names associated with any negative balance incurred from the .cn TLD Database; and (c) pursue any other remedy permitted under this Agreement or at law or in equity.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1. **Use of Confidential Information.** During the Term of this Agreement, a Disclosing Party may be required (or elect) to disclose Confidential Information to the Receiving Party. Each party's use and disclosure of the Confidential Information 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, including implementing reasonable physical security measures and operating procedures.
 - 5.1.2. The Receiving Party agrees that it will use any Confidential Information solely for the purpose of exercising its rights 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 other organization, disclosure is permitted to the Receiving Party's officers, employees, 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.
- 5.1.5. The Receiving Party agrees not to prepare, or claim any rights to, 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 (a) is disclosed to a third party with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure (as shown by documentary records to that effect); or (d) is independently developed by the Receiving Party without use of, or reference to, the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure; or (f) Receiving Party receives in good faith from a third party who is not, directly or indirectly, under an obligation of confidentiality to Disclosing Party with respect to same.
- 5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.
- 5.1.8. The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the expiration or termination of this Agreement, or earlier upon written agreement of the parties.

5.2. **Intellectual Property.**

- 5.2.1. Each party will continue to independently own its intellectual property, including all patents, patent applications, copyrights, trademarks, trade names, service marks, know-how, trade secrets, proprietary processes, and software. Nothing in this agreement shall confer any ownership right whatsoever to one party in the intellectual property of the other party. In addition, NeuStar, or its suppliers and/or licensees, as the case may be, shall own all right, title and interest in and to the Registry Gateway, EPP, API's, Registrar Documentations, and any software or hardware

incorporated into the Registry Gateway, or any component of any of the foregoing, as well as all intellectual property appurtenant thereto.

- 5.2.2. Subject only to the limited licenses set forth in this Agreement, no commercial use rights or any licenses of any kind under or to any patent, patent application, copyright, trademark, trade name, service mark, know-how, trade secret, proprietary process, or software are granted by one party to the other party by this Agreement, or by virtue of any disclosure of any Confidential Information to a Receiving Party under this Agreement.

6. INDEMNITIES AND LIMITATION OF LIABILITY

- 6.1. **Indemnification.** Registrar, 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 directors, officers, employees, representatives, agents, affiliates, and stockholders (along with NeuStar, each an “Indemnified Person”), against any claim, suit, action, other proceeding of any kind (a “Claim”) brought against that Indemnified Person based on, arising from, or relating in any way to: (i) any product or service of Registrar; (ii) any agreement, including Registrar’s dispute policy, with any Registrant or reseller; or (iii) 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, or any other business conducted by Registrar; provided, however, that in any such case: (a) NeuStar or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar’s written request, NeuStar or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses NeuStar and such other Indemnified Persons for their 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 with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by NeuStar and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.
- 6.2. **Limitation of Liability.** EXCEPT WITH RESPECT TO REGISTRAR’S INDEMNIFICATION OBLIGATIONS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATIONS OF, OR CAUSES OF ACTION RELATING TO OR ARISING FROM, THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NEUSTAR SHALL NOT BE LIABLE

FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY LOSSES, EXPENSES OR CLAIMS RESULTING FROM CNNIC'S OPERATION OR ADMINISTRATION OF THE .CN TLD SYSTEM.

7. DISPUTE RESOLUTION

7.1. **Dispute Resolution; Governing Law.** Any and all disputes of any nature 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 American Arbitration Association ("AAA"). The arbitration shall be conducted in the English language and shall occur in Fairfax County, Virginia, USA. There shall be three (3) arbitrators: each party shall choose one arbitrator, who together will select a third; if the two arbitrators are not able to 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) calendar days of the selection of the third arbitrator. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court 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 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 any court of competent jurisdiction located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement. This 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).

8. TERM AND TERMINATION

8.1. **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 December 31, 2003, unless otherwise terminated in accordance with this Agreement. In the event that revisions to NeuStar's approved form of NeuStar-Registrar Agreement (such as this one) are approved or adopted by CNNIC from time to time, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within thirty (30) days after receiving notice of such amendment, terminate this Agreement immediately by giving written

notice to NeuStar. In the event that NeuStar does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period, Registrar shall be deemed to have accepted the provisions of such revised NeuStar-Registrar Agreement, and as such, shall be bound by all the terms and conditions of such revised NeuStar-Registrar Agreement.

8.2. **Termination.** This Agreement may be terminated as follows:

8.2.1. 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 (30) 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.

8.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving NeuStar thirty (30) days written notice of termination.

8.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate in the event Registrar's accreditation by CNNIC is terminated or expires without renewal.

8.2.4. Termination in the Event of Termination of .cn TLD Agreement. This Agreement shall immediately terminate in the event the NeuStar's Agreement to provide Registry Gateway service is terminated or expires without entry of a subsequent agreement with CNNIC and this Agreement is not assigned under Subsection 9.1.1 below.

8.2.5. Termination in the Event of Insolvency or Bankruptcy. This Agreement will automatically and immediately terminate if the 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.

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

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

- 8.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another registrar in compliance with any procedures established or approved by NeuStar.
 - 8.3.3. All Confidential Information in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.
 - 8.3.4. In the event of termination in accordance with the provisions of Subsections 8.2.1, 8.2.2 or 8.2.3, Registry Operator reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other CNNIC-accredited registrars.
 - 8.3.5. All Fees and any other amounts owing to NeuStar shall become immediately due and payable.
- 8.4. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 3.7 3.16, 5.1, 5.2, 6.1, 6.2, 7.1, 8.3.3, 8.3.4, 8.3.5, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, 9.11 and 9.13 and (ii) the indemnification obligations of (a) Registrants under Subsection 3.4 and (b) resellers under Subsection 3.14. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1. Assignments.

- 9.1.1. Assignment to Successor. In the event the NeuStar's relationship with CNNIC is terminated (and such termination is deemed final under such Agreement) or expires without entry by NeuStar and CNNIC of a subsequent registry agreement, NeuStar's rights under this Agreement may be assigned to CNNIC or another entity selected by CNNIC to act as a Registry Gateway upon giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent Registry Gateway provider assumes all or substantially all of the duties of NeuStar under this Agreement.
- 9.1.2. Assignment in Connection with Assignment of CNNIC Agreement with NeuStar. In the event that the agreement between CNNIC and NeuStar for the .cn TLD is validly assigned, NeuStar's rights under this Agreement shall be automatically assigned to the assignee of such agreement, provided that the assignee assumes all or substantially all of the duties of NeuStar under this Agreement.
- 9.1.3. 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.

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that NeuStar shall have the right to assign all its rights and delegate all its duties under this Agreement to an affiliated organization without such consent.

- 9.2. **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 (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, or e-mail address 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 .cn website, so long as such notice, update, modification or other information is intended for all registrars generally (e.g., CNNIC-mandated revisions to the form NeuStar-Registrar Agreement).

If to Registrar:

with copy to:

If to NeuStar:

NeuStar, Inc.
46000 Center Oak Plaza
Building X
Sterling, VA 20166
Attn: Director, Law & Policy
phone: (571) 434-5400

fax: (571) 434-5735

with a copy to:

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

9.3. **Representations and Warranties.**

9.3.1. Registrar. Registrar represents and warrants that: (1) it is an organization (e.g., corporation, partnership, limited liability company, government agency) duly formed, validly existing and in good standing under the laws of _____, (2) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by CNNIC, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) 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 all its obligations under this Agreement.

9.3.2. NeuStar. NeuStar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by NeuStar, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by NeuStar in order for it to enter into and perform all its obligations under this Agreement.

9.3.3. Disclaimer of Warranties. THE EPP, APIs, REGISTRAR DOCUMENTATION, REGISTRY GATEWAY AND ANY COMPONENT THEREOF ARE PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY OF ANY KIND. NEUSTAR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

.CN TLD OPERATOR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRAR DOCUMENTATION, .CN REGISTRY GATEWAY OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs, REGISTRAR DOCUMENTATION, THE .CN REGISTRY GATEWAY OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRAR DOCUMENTATION, REGISTRY GATEWAY OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, NEUSTAR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, REGISTRAR DOCUMENTATION, REGISTRY GATEWAY OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRAR DOCUMENTATION, THE REGISTRY GATEWAY OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

In the event of any conflict in this Agreement between this Subsection 9.3.3 and any other provision, this Subsection 9.3.3 will govern and control.

- 9.4. **Insurance.** During the Term of this Agreement (including any renewal terms), Registrar shall have in place US\$500,000 in comprehensive legal liability insurance from a reputable insurance provider with an A.M. Best rating of "A" or better, or an equivalent form of legal liability coverage. Such insurance or coverage shall be used to indemnify and hold harmless NeuStar and its employees, directors, officers, representatives, agents, affiliates, and stockholders from all costs and damages (including without limitation reasonable attorneys' fees) which it may suffer by reason of Registrar's failure to indemnify NeuStar as provided above; provided, however, that Registrar's indemnity obligations under this Agreement shall **not** deemed to be limited by the amount of such insurance. Registrar shall provide a copy of the insurance policy to NeuStar upon NeuStar's request and shall name NeuStar and the other Indemnified Persons as additional insured parties under that policy.
- 9.5. **Third-Party Beneficiaries.** The parties expressly agree that CNNIC 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 Registrant or reseller. Registrar acknowledges that nothing in this Agreement shall confer upon Registrar or any person or entity the status of an intended third-party beneficiary of any agreement by and between NeuStar and CNNIC.

- 9.6. **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.
- 9.7. **Force Majeure.** Except for the non-payment of Fees, 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, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, 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 (6) months of such interference, provided that such party uses commercially reasonable efforts to avoid or remove such causes of nonperformance as soon as possible.
- 9.8. **Amendments.** Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by authorized signatories of both parties.
- 9.9. **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.
- 9.10. **Attorneys' Fees.** Except as otherwise may be provided in Subsection 7.1 above, if any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against a party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

- 9.11. **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 Agreement. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this 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 Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefore such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.
- 9.12. **Further Assurances.** Each party hereto shall execute and/or cause to be delivered to the 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.
- 9.13. **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. In the event of any conflict between the terms of this NeuStar-Registrar Agreement and the Accreditation Agreement, the NeuStar-Registrar Agreement shall govern and control.
- 9.14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NeuStar, Inc. _____ [Name of Registrar]

By: _____
Name: _____

By: _____
Name: _____

Title: _____

Title: _____

Exhibit A

ENGINEERING AND CUSTOMER SERVICE SUPPORT

During the Term of this Agreement, NeuStar will provide reasonable telephone and electronic customer support to Registrar, not Registrants or prospective customers of Registrar, for non-technical issues solely relating to the .cn TLD System and its operation. NeuStar will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and any reference client software included in the Registrar Documentation. While e-mail and FAQs are the primary method of help, NeuStar will provide support on a 7-day/24-hour basis.

NeuStar will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time. Registrars provide support to registrants (i.e., Registrants) and NeuStar, as the administrator of the Registry Gateway, provides support for registrars. This structure allows the NeuStar to focus its support on the highly technical and administratively complex issues that arise between the NeuStar and the Registrar and to focus on the system operations supporting the .cn TLD.

Technical Help Systems

NeuStar will provide its registrars with the following types of technical support:

- Web-based self-help services, including:
 - Knowledge bases
 - Frequently asked questions
 - White papers
 - Downloads of EPP client software
 - Support for email messaging
- Telephone support from a central Help Desk
- Fee-based consulting services
- Paging and escalation procedures.

Web Portal

NeuStar will implement a secure Web-based multimedia portal to help support registrar operations. To obtain access to these Web-based services, a registrar must register with the NeuStar, and must have implemented our security features. The home page of the web portal will include a notice to registrars of planned outages for database maintenance or installation of

software upgrades. Non-affiliated registrars and the general Internet community may obtain generic information from NeuStar's public website, which will describe the TLD service offerings and list of registrars, including Registrar, providing domain-name services.

Central Help Desk

In addition to implementing the website, NeuStar will provide telephone support to registrars through a central Help Desk. Access to the help desk telephone support is through an automatic call distributor that routes each call to the next available customer support specialist. NeuStar will authenticate callers by requesting a pre-established pass phrase that is different for each registrar. Requests for assistance may also come to the Help Desk via email, either directly or via the secure website. The Help Desk's three tiers of support are:

Tier-1 Support. Telephone support to registrars who normally are calling for help with customer domain-name problems and such other issues such as EPP implementation or billing and collection. Problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support. Support provided by members of the technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving escalated Tier 1 problems with EPP implementation and billing and collection, Tier 2 staff provides technical support in system tuning and workload processing.

Tier 3 Support. Complex problem resolution provided by technicians, third party systems and software experts, and vendors, depending on the nature of the problem.

In turn, the Help Desk uses an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database documents the status of requests and tickets. Each customer-support and technical support specialist uses this problem management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and a root-cause analysis.

Staffing

Initially, NeuStar will staff its Help Desk with a complement of customer service specialists. Customer-service specialists will obtain assistance from NeuStar's technical staff as required for any problems that cannot be resolved in a timely manner.

Test and Evaluation Facility

NeuStar will establish an operational test-and-evaluation facility that will be available for Registrars to test their client EPP system. NeuStar's technical-support team, which consists of functional experts in the processes and technologies for domain-name registration, will support the registrars' testing.

Once each new registrar is satisfied that its system is compatible with the Registry Gateway, it will schedule a formal acceptance test that will be monitored by NeuStar's system engineer. After a registrar has passed the acceptance test, NeuStar will issue its user id, passwords and the registrar can then begin operations.

Exhibit B

POLICY ON TRANSFER OF SPONSORSHIP OF REGISTRATIONS BETWEEN REGISTRARS

A. Holder-Authorized Transfers.

Registrar Requirements.

The Registration Agreement between each registrar and its Registrant shall include a provision explaining that a Registrant will be prohibited from changing its registrar during the first 60 days after initial registration of the domain name with the registrar. Beginning on the 61st day after the initial registration with the registrar, the procedures for change in registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the registrar for the domain name registration.

In addition to the requirements contained in Section 3.9 of the NeuStar-Registrar Agreement, for each instance where a Registrant wants to change its registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining registrar shall:

- 1) Obtain express authorization from the Registrant or Administrative Contact (as reflected in the database of the losing registrar).
 - a) The specific form of the authorization is at the discretion of each gaining registrar, but must include at a minimum, an Auth-info Code.
 - b) The gaining registrar shall retain a record of reliable evidence of the authorization.
- 2) In those instances when the registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining 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 written agreement between the parties.
 - b) The final determination of a binding dispute resolution body.
 - c) A court order.
- 3) Request, by the transmission of a “transfer” command as specified in the Registrar Documentation, that the .cn TLD Database be changed to reflect the new registrar.

a) Transmission of a “transfer” command constitutes a representation on the part of the gaining registrar that:

- (1) the requisite authorization has been obtained from the Registrant or Administrative Contact listed in the database of the losing registrar, and
- (2) the losing registrar will be provided with a copy of the authorization if and when requested.

In those instances when the registrar of record denies the requested change of prospective gaining registrar, the registrar of record shall expressly notify the prospective gaining Registrar that the request was denied and the reason for the denial.

Instances when the requested change of prospective gaining 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 Registrant
- 3) Reasonable dispute over the identity of the Registrant
- 4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the registrar of record

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.

NeuStar Requirements.

Upon receipt of the “transfer” command from the gaining registrar, NeuStar will transmit an electronic notification to both registrars.

NeuStar shall complete the “transfer” if either:

- 1) the losing registrar expressly “approves” the request, or
- 2) NeuStar does not receive a response from the losing registrar within five (5) days.

When the .cn TLD Database has been updated to reflect the change to the gaining registrar, NeuStar will transmit an electronic notification to both registrars.

Records of Registration.

Each Registrant shall maintain his, her or its own records appropriate to document and prove the initial domain name registration date, regardless of the number of registrars with which the Registrant enters into a contract for registration services.

Effect on Term of Registration.

The completion by NeuStar 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 five (5) years.

B. Approved Transfers.

Transfer of all of the registrations held 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 acquiring registrar must be accredited by CNNIC for the .cn TLD under an Accreditation Agreement and must have in effect a NeuStar-Registrar Agreement with NeuStar for the .cn TLD.
- (b) NeuStar shall determine, in its sole discretion, 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, NeuStar will make the necessary one-time changes in the registry database for no charge for transfers involving 30,000 name registrations or fewer within the same three (3) day period; provided that the data to be transferred to NeuStar is in the form specified by NeuStar ("Approved Format"). If the transfer involves registrations of more than 30,000 names, and the data to be transferred to NeuStar is in the Approved format, NeuStar will charge the acquiring registrar a one-time flat fee of US \$50,000. If the data to be transferred is not in the Approved Format, the NeuStar may charge a reasonable fee, as determined by the NeuStar, in connection with the cost associated with reformatting such data.

Exhibit C

CNNIC'S STANDARDS, POLICIES, PROCEDURES, AND PRACTICES

I. Registration Requirements

Before NeuStar/CNNIC will accept applications for registration from a registrar, all domain name applicants in the .cn TLD must:

1. Enter into an electronic or paper registration agreement with the registrar, in accordance with the Accreditation Agreement with CNNIC and this Agreement. Such electronic or paper registration agreement shall include, at a minimum, the following certifications:
 - a) The data provided in the domain name registration application is true, correct, up to date and complete; and
 - b) The registrant will keep the information provided above up to date.
2. Certify in the Registration Agreement that to the best of his, her or its knowledge the domain name registrant has the authority to enter into the Registration Agreement.

II. .CN Requirements

a) Maximum Term: The maximum term for a domain name registration in the .cn TLD shall be five (5) years. Domain Name Registrations shall be available for terms of one, two, three, four and five years.

b) Information Collected From Registrants. To register a name, registrants, through their registrars will be required to provide basic registration information to the Registry. The minimum required information is:

- The domain name registered;
- The IP address and corresponding names of the primary and secondary name servers for the registered name;
- The registrar name and URL;
- The original creation date and term of the registration;
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registrant for the name registered;

- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the name registered;
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the name registered; and
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the name registered.

c) Restrictions. Registrars shall include in its registration agreement with a Registrant that the Registrant may not register or use a domain name that is deemed by CNNIC to:

- (i) Be against the basic principles prescribed in the Constitution of the Peoples Republic of China (“PRC”);
- (ii) Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity of the PRC;
- (iii) Harm national honor and national interests of the PRC;
- (iv) Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
- (v) Violate the PRC’s religion policies or propagate cult and feudal superstition;
- (vi) Spread rumors, disturb public order or disrupt social stability of the PRC;
- (vii) Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
- (viii) Insult, libel against others and infringe other people's legal rights and interests in the PRC; or
- (ix) Take any other action prohibited in laws, rules and administrative regulations of the PRC.

d) Notice to Registrant for Collection of Personal Data. Registrar shall provide notice to each new or renewed Registrant stating:

- (i) The purposes for which any personal data collected from the applicant are intended;
- (ii) The intended recipients or categories of recipients of the data (including CNNIC, as Registry, NeuStar, as Registry Gateway, and others who will receive the data from NeuStar or CNNIC);
- (iii) Which data are obligatory and which data, if any, are voluntary; and
- (iv) How the Registrant or data subject can access and, if necessary, rectify the data held about them.

e) Registrant Consent. The Registrant shall consent to the submission of data required by this Agreement.

f) Registrant Representation. 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.

g) Jurisdiction. 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 People's Republic of China.

h) Reservation. The Registrant shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any NeuStar or CNNIC adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a NeuStar or CNNIC 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.

Chinese Dispute Resolution Policy

Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names in accordance with the *CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy* ("Dispute Policy"), currently found at <http://www.cnnic.net.cn/ruler/20.shtml> and <http://www.cnnic.net.cn/doc/e-10.shtml>, respectively, which may be revised from time to time by CNNIC at its sole discretion.

Pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable Domain Name Dispute Resolution Institutions including the provision of all relevant evidence in any domain name disputes in the time frames provided therein.

Pursuant to the Dispute Policy, Registrar shall execute any decision by the applicable Domain Name Dispute Resolution Institution ten (10) calendar days from the announcement of the decision unless either party within such ten (10) calendar day period provides demonstrable evidence that a court or tribunal with competent jurisdiction has accepted the relevant dispute, in which case, the Registrar shall discontinue the execution of the judgment until such time that a final decision has been rendered by the court of competent jurisdiction.

Reservation for NeuStar and CNNIC

Both NeuStar and CNNIC reserve the right to deny, cancel, transfer or otherwise make unavailable any registration that either deem necessary, in their 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 NeuStar, as well as its affiliates,

subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this Agreement (including its Exhibits); or (5) to correct mistakes made by NeuStar, CNNIC or any registrar in connection with a domain name registration. NeuStar and CNNIC also reserves the right to freeze a domain name during resolution of a dispute.

Exhibit D
REGISTRATION FEES

- Registration of Third-Level .cn Domain Names During First seventy-five (75) Days. Registrar agrees to pay the non-refundable fee of \$22 per Registered Name per year of registration during the first seventy-five (75) days following NeuStar’s launch of the .com.cn, .net.cn and .org.cn domain names spaces, subject to the following rebates:
- Registration of Third-Level .cn Domain Names After First seventy-five (75) Days. Registrar agrees to pay the non-refundable fee of \$22 per Registered Name per year of registration during beginning on the seventy-sixth (76th) day following NeuStar’s launch of the .com.cn, .net.cn and .org.cn domain names spaces, subject to the following rebates which shall be credited to the Registrar no later than ten (10) business days following the month in which the rebate was earned:

Number of Registered Names Per Month	Rebate per Domain Name per Year
100-199 Registered Names	\$1.00 rebate per domain name per year
200+ Registered Names	\$2.00 rebate per domain name per year

- Fees for Transfers of Sponsorship of Domain-Name Registrations. Where the sponsorship of a domain name is transferred from one registrar to another, NeuStar may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, NeuStar may charge a Renewal Fee of \$22 per year. The transfer shall result in an extension according to the renewal request, subject to a five-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the registrar receiving sponsorship of the domain name.
- Second-Level ASCII.CN Domain Names. In the event that Registrar elects to offer second-level ASCII.CN domain names, when such domain names are available for registration, NeuStar will provide the amount of such fees to Registrar with at least 30 days advance notice.
- Chinese Domain Names. In the event that Registrar elects to offer Chinese character second or third-level .CN domain names, when such domain names are available for registration, NeuStar will provide the amount of such fees to Registrar with at least 30 days advance notice.

NOTE: NeuStar reserves the right to revise the Fees prospectively upon thirty (30) days notice to Registrar.