



.US DELEGATED MANAGER AGREEMENT

1. **INTRODUCTION.** In this .us Delegated Manager Agreement ("**Agreement**"), "we", "us" and "our" refer to Neustar, Inc. ("**usTLD Administrator**"), a Delaware corporation located at 46000 Center Oak Plaza, Sterling, Virginia 20166, and "you" and "your" refer to any person that serves as a delegated manager ("**Delegated Manager**") responsible for the maintenance, support and administration over .us locality domain names ("**Locality Names**") registered by localities, schools, state agencies, federal agencies, distributed national institutes, and general independent entities (collectively referred to as "**Registrants**"). This Agreement explains our obligations to you, and your obligations to us in relation to our .US domain registration services. If your .US domain name registration services for a particular Locality Name previously were provided under arrangement with any of our predecessors, including, but not limited to VeriSign, Inc., Network Solutions, Inc., or the Information Sciences Institute, University of Southern California (collectively referred to as "**Predecessors**"), your continued service as a Delegated Manager in the .US domain and the use of our .US domain name registration services constitutes your assent to the terms of this Agreement. If you submitted an application for our .US domain name registration services, the Effective Date of this Agreement shall be the date of our acceptance of your application. If you previously received .US domain name registration services from any Predecessor, the Effective Date of this Agreement is October 12, 2005.

2. **TERM.** The term of this Agreement is from the Effective Date to the date on which the usTLD Administrator has no further obligation to render .US Top Level Domain ("**TLD**") administration services under any agreement with the United States Government, or until earlier terminated pursuant to Section 26 hereof (the "**Initial Term**").

3. **FEES.** Any fees charged by Delegated Managers for locality domain names must be fair and reasonable and in accordance with standards and policies set forth in this Agreement.

4. **TRANSFERS OF DELEGATION.** A Delegated Manager may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to accept all existing sub-delegations and abide by the terms and conditions of this Agreement.

5. **COMPLIANCE WITH RFC 1480, AND ANY SUCCESSOR.** As a Delegated Manager, you hereby agree to provide Delegated Manager services consistent with the requirements set forth in this Agreement. In addition, you are responsible for knowing and agree to abide by the requirements for naming structure, registration, and database information specified in the third party document known as RFC 1480 (currently located at <http://www.ietf.org/rfc/rfc1480.txt?number=1480>), as supplemented by the rules and procedures on the official .us web site at <http://www.nic.us>, which may be amended from



time to time. In addition, a Delegated Manager that intends to re-delegate a locality name must adhere to the rules located at <http://www.nic.us/register/locality.html> as may be amended from time to time. In the event that any provision in this Agreement conflicts with any of those contained within RFC 1480, the provisions of this Agreement shall control.

6. NAME SERVERS. You agree to maintain a minimum of two operational name servers for the specified domain name.

7. ZONE TRANSFERS. You or your Internet Service Provider authorizes us to perform AXFR zone transfers. You or your Internet Service Provider are required to take all steps necessary to enable the hosts at the usTLD Administrator (**LIST IP ADDRESSES**)) to perform .US zone transfers. The usTLD Administrator reserves the right to change the list of IP Addresses above at any time, at its sole discretion.

8. RESPONSIBILITY FOR CUSTOMER SUPPORT. As a Delegated Manager, you are responsible for (i) accepting and processing orders for Locality Names from all Registrants that are qualified to register Locality Names under this Agreement, and (ii) providing customer service (including domain name record support) and technical support to such Registrants. This includes entering into domain name registration services contracts with Registrants, collecting registration data about the Registrants, and submitting registration information for entry in the usTLD registry database in compliance with this agreement (“**Delegated Manager Services**”).

9. EQUAL ACCESS TO ALL REGISTRANTS OF LOCALITY NAMES. By accepting your role as a Delegated Manager, you hereby commit to providing all current and prospective Registrants equivalent access to Delegated Manager Services. You shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out any Registrant for disparate treatment unless justified by substantial and reasonable cause. In addition, you may not deny any registrations to any prospective Registrant that meets the qualifications set forth in this Agreement.

10. U.S. NEXUS REQUIREMENT AND OTHER POLICIES. You and each of Your Registrants must meet the U.S. Nexus requirements as set forth in the “usTLD Nexus Requirements” document on the usTLD website at http://www.nic.us/policies/docs/ustld_nexus_requirements.pdf. In addition, you agree to abide by all policies established from time-to-time by the usTLD Administrator and published on the usTLD website.

11. DELEGATED MANAGER’S REGISTRATION AGREEMENT WITH REGISTRANTS. At all times during the Term of this Agreement, you shall have in effect an electronic or paper registration agreement with each Registrant of a Locality Name (a “Registration Agreement”). You shall, if so requested by the usTLD Administrator from time to time, promptly furnish to us a copy of each general form of Registration Agreement you use with Registrants. You shall include in each Registration Agreement those terms specifically required by this Agreement and other terms that are



consistent with your obligations to the usTLD Administrator under this Agreement and that will ensure ongoing compliance with this Agreement. Each Registration Agreement shall require that each Registrant agree to comply with the following:

- a. usTLD Dispute Resolution Policy and Rules
(<http://www.nic.us/policies/docs/usdrp.pdf>)
- b. The usTLD Nexus Requirements
(http://www.nic.us/policies/docs/ustld_nexus_requirements.pdf)
- c. Nexus Dispute Policy and Rules
(http://www.nic.us/policies/docs/nexus_dispute_policy.pdf)
- d. Registration Review Policy (April 22, 2002)
(<http://www.nic.us/policies/index.html>)

Each Registration Agreement shall also provide notice to the registrant that the WHOIS data of registrants will be made available through a publicly accessible WHOIS database.

12. DOC/USTLD ADMINISTRATOR REQUIREMENTS. The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of DoC-mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

13. SUB-DELEGEES. A Delegated Manager may, at its discretion from time to time, designate one or more sub-delegees (each a "Sub-delegee") that will be permitted to provide Delegated Manager Services for Locality Names consistent with those permitted of you under this Agreement. You shall enter into a written agreement with each of your Sub-delegees (a "Sub-delegee Agreement"), which will ensure compliance with this Agreement and include sufficient terms and conditions to obligate each Sub-delegee to abide by all terms and conditions and all your obligations set forth in this Agreement. You shall be primarily liable for all acts or omissions of your Sub-delegee, and the usTLD Administrator's obligations under this Agreement shall not be increased due to your appointment of Sub-delegees. Further, in Your Sub-delegee Agreement with each Sub-delegee, you shall require such Sub-delegee to indemnify, defend and hold harmless the usTLD Administrator, and its 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 Sub-delegee. Each such Sub-delegee Agreement shall further require that this indemnification obligation survive the termination or expiration of that agreement.

14. SUB-DELEGATION RESPONSIBILITIES. In the event sub-delegation records exist for the Locality Name you are registering, You agree to accept and manage the sub-delegation records and place the zone file we provide to you on your servers and ensure that all sub-delegation records are in accordance with this agreement. You must complete this task within seven (7) calendar days from your receipt of our zone file.



15. ACCURACY OF INFORMATION. In addition to submitting the data required by the usTLD Administrator to serve as the Delegated Manager for Locality Names, you are hereby required to submit the following data to the usTLD Administrator for each Locality Name under your control: (i) the Locality Name(s); (ii) the name, postal address e-mail address, voice telephone number and where available the fax number; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for that Locality Name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the Locality Name (as reflected in the usTLD database; and (vii) the expiration date (if any) of the Locality Names (collectively referred to as “**Data**”). You hereby certify that all data provided by you is, and will remain, true, correct, current, and complete. Furthermore, you shall require each Registrant of Locality Names to certify in their completed Registrant Agreements that all of information submitted in its domain name registration application is true, correct, current, and complete. The Registration Agreement shall also provide that 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 you shall constitute a material breach of the Registration Agreement with you and serve as a basis for cancellation of that registration.

16. ENFORCEMENT OF ACCURATE DATA

- a. You shall accept written complaints from third parties regarding false and/or inaccurate WHOIS data of Registrants.
- b. No later than thirty (30) days after receipt of a written complaint, you shall conduct an initial investigation into the veracity and accuracy of the contact details. If you determine that the information is false, inaccurate or not up to date, you 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.
- c. 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 Your notice or is unable to provide true and accurate contact information, the registrant shall be deemed to have breached its registration agreement and you shall be required to notify the usTLD Administrator in writing, terminate the registration, and provide any existing contact information to the usTLD Administrator.



17. USTLD ADMINISTRATOR'S DISCLOSURE OF CERTAIN INFORMATION.

Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

18. U.S. GOVERNMENTS RIGHTS IN DATA. You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all data provided by you, your Sub-Delegees and your Registrants.

19. DOMAIN NAME DISPUTES.

- a. Bad Faith Registrations. As a Delegated Manager in the usTLD, you and your Registrants agree to be bound by the usTLD Dispute Resolution Policy and Rules, that is incorporated herein and made a part of this Agreement by reference. The current version of the usTLD Dispute Resolution Policy and Rules can be found at <http://www.neustar.us/policies/docs/usdrp.pdf>.
- b. Disputes with Registrants. In the event that a domain name dispute arises over a Locality Name, in which the Registrant of the Locality Name challenges your authority to serve as the Delegated Manager of the Locality Name, usTLD Administrator reserves the right, at its sole discretion, to take back and administer the entire delegation pending the outcome of such dispute. The usTLD Administrator also reserves the right in such case to provide service, at its sole discretion, to the Registrant pending the outcome of the dispute. You hereby agree and acknowledge that in such an event, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in this Agreement to the extent not prohibited by law.
- c. In the event of any dispute, we reserve the right to prevent changes to your Locality Name records until (i) we are directed to do so by a judicial or administrative body, or (ii) we receive notification by you and the contesting party that the dispute has been settled. Furthermore, you agree that if you are subject to litigation, arbitration or administrative proceeding regarding a locality domain name registration and/or use of our domain name registration services, we may deposit control of that domain name record into the registry of the judicial, arbitration or administrative body by supplying to that body a certificate from us. In the event such control is deposited with the judicial, arbitration or administrative body, you may not be able to either (i) make changes to the domain name record, and/or (ii) use or allow the use of the



domain name during the pendency of the dispute. We will abide by the outcome of the judicial, arbitration or administrative proceeding upon receipt of a final order or award.

20. NOTICES AND ANNOUNCEMENTS. You authorize us to notify you, of information that we deem is of potential interest to you. Notices and announcements may include e-mails sent to the administrative and technical contacts, and other notices describing changes, upgrades, and new services or other information pertaining to the .us top-level domain.

21. INDEMNIFICATION. You, at your own expense and within thirty (30) days after presentation of a demand by usTLD Administrator under this Section, will indemnify, defend and hold harmless usTLD Administrator and its directors, officers, employees, representatives, agents, affiliates, and stockholders (along with usTLD Administrator, 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 of your products or services; (ii) any agreement, including your dispute policy, with any Registrant or Sub-delegee; or (iii) your business, including, but not limited to, your advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, or any other business conducted by You; provided, however, that in any such case: (a) usTLD Administrator or any other Indemnified Person provides you with reasonable prior notice of any such Claim, and (b) upon your written request, the usTLD Administrator or any other Indemnified Person will provide to you all available information and assistance reasonably necessary for you to defend such Claim; provided further that you reimburse the usTLD Administrator and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. You 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. You 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 the usTLD Administrator and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

22. RESERVATION OF RIGHTS. The usTLD Administrator reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, or at the direction of the U.S. Government: (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 the usTLD Administrator, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this Agreement; or (5) to correct mistakes made by the usTLD Administrator or you in connection with a domain name registration. The usTLD Administrator also reserves the right to lock a domain name during resolution of a dispute.

23. Limitation of Liability. EXCEPT WITH RESPECT TO YOUR 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 NO EVENT SHALL THE USTLD ADMINISTRATOR'S LIABILITY UNDER THIS AGREEMENT EXCEED \$1000.00.

24. BREACH. You agree that your failure to abide by any provision of this Agreement, any usTLD Administrator operating rule or policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us regarding your registrant's domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other usTLD Administrator service(s) you are using without further notice. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

25. NO GUARANTY. You agree that registration of a locality domain name does not confer immunity from objection to either the registration or use of that name.

26. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) the information that you or your agent on your behalf provide to the usTLD Administrator under this Agreement is, to the best of your knowledge and belief, accurate, current, and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of the locality domain name nor the manner in which it is intended for use directly or indirectly infringes the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, and (iv) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is" and "as available" basis.

27. DISCLAIMER OF WARRANTIES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED,



TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR .US DOMAIN NAME REGISTRATION SERVICE.

28. TERMINATION. We may terminate this Agreement at any time for any reason by giving you 15 days prior notice. You agree that we may terminate this Agreement if the information that you are obligated to provide under this Agreement, or that you subsequently modify, contains false or misleading information, or conceals or omits any information. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us, a delegated domain manager, or the registry in registering your chosen domain name, (ii) resolve a dispute under Section 17, DOMAIN NAME DISPUTES, (iii) enforce the policies of the usTLD Administrator, or (iv) in the event a successor usTLD Administrator is chosen. We may terminate this Agreement if the third-level, fourth-level or higher level Locality Name under which your Locality Name is registered is re-delegated to a third-party in accordance with Section 3, COMPLIANCE WITH RFC 1480. You shall inform the usTLD Administrator at least 15 days before voluntarily relinquishing registered domain names or choosing to no longer serve as a Delegated Manager in the usTLD.

29. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change any part of the services provided under this Agreement at any time. We will attempt to post any such modification on the US Web site at least thirty (30) calendar days before it becomes effective. Any such revision or change will be binding and effective upon the date specified. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail to support.us@neustar.us or United States mail addressed as follows, Attention: Neustar, Inc., c/o Registry Services, 1650 Lyndon Farm Court, Louisville, KY 40223. Notice of your termination will be effective on receipt by us. By continuing to use usTLD Administrator services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No customer service employee, contractor, agent or representative of usTLD Administrator is authorized to alter or amend the terms and conditions of this Agreement.

30. NO THIRD-PARTY BENEFICIARIES. This Agreement shall not be construed to create any obligation by the usTLD Administrator to any non-party to this Agreement.



31. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

32. ENTIRETY. You agree that this Agreement, the locality domain name application, the rules and policies published by us, and the privacy statement constitute the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

33. 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 the County of Fairfax, in the Commonwealth of 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).

34. AGREEMENT TO BE BOUND. By accepting your role as a Delegated Manager in the usTLD and by using the service(s) provided by the usTLD Administrator under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by the usTLD Administrator.



Delegated Manager

Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Mailing Address: _____

Phone: _____

Fax: _____

**.US TLD Administrator
Neustar Inc.**

Signature: _____

Print Name: _____

Title: _____

Date: _____