

ANCILLARY SERVICES AGREEMENT

This Ancillary Services Agreement (this "Agreement") is entered into as of the ___ day of _____, 20___ ("Effective Date") by and between Registry Services Corporation d.b.a. RegistryPro, a Nevada Corporation, with its principal place of business located in Chicago, Illinois, USA ("RegistryPro"), and -
a _____ company, with its principal place of business located at _____ ("Registrar").

WHEREAS, RegistryPro and the Internet Corporation for Assigned Names and Numbers ("ICANN") have entered into a Registry Agreement originally dated as of May 3, 2002 (the "Registry Agreement"), pursuant to which RegistryPro will operate the Registry System for the .Pro top level domain and .Pro second-level domains; and

WHEREAS, Registrar and RegistryPro have entered into a Registry-Registrar Agreement governing Registrar's provision of Internet domain name registration services within the .Pro top level domain and .Pro second-level domains (the "Registry-Registrar Agreement"); and

WHEREAS, pursuant to the Registry-Registrar Agreement, Registrar must facilitate self verification by applicants for second level resolving names and, once a Registered Name has been issued, secure self re-verification on at least an annual basis; and

WHEREAS, pursuant to the Registry-Registrar Agreement, RegistryPro must verify the eligibility of applicants who apply for Registered Names and, once a Registered Name has been issued, re-verify the eligibility of each Registered Name Holder on at least an annual basis; and

WHEREAS, Registrar desires that RegistryPro provide the foregoing services for Registrar pursuant to this Agreement and RegistryPro desires to provide the foregoing services for Registrar pursuant to this Agreement;

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

1. DEFINITIONS

Capitalized terms used without definition in this Agreement shall have the meanings assigned to them in the Registry-Registrar Agreement. Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

In addition, the following terms used herein shall have the meanings assigned to them below:

1.1 "Ancillary Services" shall mean the Digital Certificate Services and the Verification Services.

1.2 "Applicant" shall mean (i) any individual that submits an application to register for a Registered Name using the Registrar's Services, whether or not such application is ultimately accepted or (ii) any individual that submits an application to have an

existing Registered Name transferred to him or her in accordance with the terms and conditions of the Registry-Registrar Agreement, whether or not the request to transfer is ultimately accepted. In either of the foregoing cases, the individual may submit such an application on behalf of himself or herself or on behalf of an organization with which such individual is associated.

1.3 “Authorized Reseller” shall mean any third party that resells the Ancillary Services provided to Registrar hereunder in accordance with Section 3.3.

1.4 “Confidential Information” means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement that are either marked confidential or that should be generally understood to be confidential in nature under the circumstances under which they are disclosed. Information and materials shall be deemed in favor of being Confidential Information in the event of any discrepancy as to whether or not such information and/or materials are Confidential Information. For purposes of clarification, any Personal Data shall not be considered the Confidential Information of either Party, but shall be controlled by the provisions of Section 2.6.

1.5 “Database Information” shall have the meaning set forth in Section 2.6.

1.6 “Digital Certificate” is an online security credential used to provide assurances of the identity of the person or organization to which it is issued. Among other things, a Digital Certificate can permit users to verify digital signatures, encrypt communications, control access to protected information, and tie a person or organization to a particular transaction. A corresponding Digital Certificate will be offered with each Registered Name that is used as a proxy for the registrant identification and, at a minimum, identifies the commercial certificate authority that issued the Digital Certificate and contains such authority’s digital signature, identifies the Registered Name Holder to whom the Digital Certificate has been issued, contains the Registered Name Holder’s “public key,” identifies the period during which the Digital Certificate is operational, and contains the serial number of the Digital Certificate.

1.7 “Digital Certificate Services” shall have the meaning set forth in Section 2.2.2.

1.8 “Effective Date” shall have the meaning set forth in the introductory paragraph of this Agreement.

1.9 “ICANN” shall have the meaning set forth in the recitals of this Agreement.

1.10 “Party” shall mean either Registrar or RegistryPro.

1.11 “Personal Data” shall mean any personal data submitted by an Applicant or Registered Name Holder pursuant to his or her use of the Verification Interface.

1.12 “Registrar Marks” shall have the meaning set forth in Section 4.2.

1.13 “Registrar Web Site” shall mean the Registrar’s website, with a home page of [http://www.\[registrarname\].com](http://www.[registrarname].com) or such other address as Registrar may designate to RegistryPro in writing.

1.14 “Registration Agreement” shall have the meaning set forth in Section 3.7.

1.15 "Registry Agreement" shall have the meaning set forth in the recitals of this Agreement.

1.16 "Registry-Registrar Agreement" shall have the meaning set forth in Section 4.1.

1.17 "RegistryPro Marks" shall have the meaning set forth in Section 4.1

1.18 "Term" shall have the meaning set forth in Section 9.1.

1.19 "Verification Interface" is an application program interface or web interface that will be provided in accordance with Section 2.3.

1.20 "Verification Services" shall have the meaning set forth in Section 2.2.1.

2. OBLIGATIONS OF REGISTRYPRO

2.1 License Grant; Verification Services Changes to Services.

2.1.1 License.

Pursuant to Section 2.3.2 of the Registry-Registrar Agreement, RegistryPro has granted to Registrar a non-exclusive, non-transferable, world-wide, limited license to use any additional toolkits that RegistryPro may offer from time to time, including the Verification Toolkit.

2.1.2 Verification Services. RegistryPro's obligation to perform the Verification Services is limited to use for Applicants and Registered Name Holders who certify that they meet the professional eligibility requirements of their profession and that they are professionally certified, licensed or admitted in an applicable jurisdiction in accordance with the .Pro eligibility requirements.

2.1.3 Changes to Services. RegistryPro may from time to time make modifications to, revise or augment the features of the Verification Services or Digital Certificate Services. RegistryPro shall provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes. This notice period shall not apply, and RegistryPro shall not be obligated to provide any prior notice of such material changes, in the event that (a) RegistryPro's system, or the system of any of its subcontractors, is subject to the imminent threat of failure or a material security threat, or (b) there is the discovery of a major security vulnerability or a Denial of Service (DoS) attack where RegistryPro's system, or the systems of any of its subcontractors, are rendered or threatened to be rendered inaccessible.

2.2 Services Provided.

2.2.1 Verification Services. RegistryPro shall, either itself or through a subcontractor, provide the following services to Registrar for the sole purpose of verifying an Applicant's initial qualification for a Registered Name or a Registered Name Holder's ongoing qualification for a Registered Name, in each case pursuant to the policies of the .Pro registry (collectively, the "Verification Services"):

- (a) identity confirmation of the data provided by each Applicant;
 - (b) confirmation of the professional license data provided by each Applicant;
- and
- (c) annual re-verification of each Registered Name Holder's continued eligibility.

2.2.2 Digital Certificate Services. RegistryPro shall administer and operate a RegistryPro root Certificate Authority and shall, either itself or through a subcontractor, issue, maintain and revoke, as RegistryPro deems appropriate, the RegistryPro Digital Certificate for each Registered Name that may be offered and issued upon the successful completion of the Verification Services for an Applicant (collectively, the "Digital Certificate Services"). RegistryPro may transfer, modify, suspend, or cancel any Digital Certificate issued hereunder (i) for violations of this Agreement or the Certificate Practices Statement by Registrar, by an Applicant or by a Registered Name Holder, (ii) for violations of the Registration Agreement by an Applicant or by a Registered Name Holder, (iii) to correct mistakes made by RegistryPro or any Registrar in connection with the issuance of a Digital Certificate, (iv) when the corresponding Registered Name is transferred, modified, suspended or cancelled in accordance with the Registry-Registrar Agreement or (v) for violation of any application law or regulation by Registrar, by an Applicant or by a Registered Name Holder, or (vi) upon an order by a court or a decision by a dispute provider.

2.2.3 Alternate Digital Certification Services. Registrar shall offer a Digital Certificate to each Applicant.

2.3 Hosting of Verification Interface. RegistryPro may host a Verification Interface which may be used to perform the Verification Services. Registrar may elect to redirect the Applicant or Registered Name Holder's registration session to the Verification Interface to provide the Verification Services. The Registrar may provide any Authorized Resellers with access to the Verification Interface. Registrar shall not provide any unauthorized third party access to the Verification Interface.

2.4 Implementation. RegistryPro shall begin performance of the Verification Services (which includes hosting the Verification Interface) and Digital Certificate Services upon the "Go Live" date established by RegistryPro. Prior to the "Go Live" date, RegistryPro will provide Registrar a "testbed" that Registrar shall use to certify that it complies with all technical specifications required by RegistryPro. Registrar acknowledges that RegistryPro's obligation to perform the Ancillary Services hereunder is contingent upon Registrar's satisfactory performance of the "testbed" and Registrar's ongoing compliance with all terms of the Registry-Registrar Agreement and this Agreement, including, but not limited to, the technical specifications required by RegistryPro.

2.5 Engineering and Customer Service Support. RegistryPro shall provide Registrar with engineering and customer service support with respect to the Verification Services and Digital Certificate Services as set forth in Exhibit A.

2.6 Use of Data.

2.6.1 Registrar hereby grants RegistryPro a non-exclusive, non-transferable, world-wide, limited license to use all data, including Personal Data, submitted by Registrar, Applicants or Registered Name Holders pursuant to their use of the Verification Interface, to be used by RegistryPro for the purpose of performing the

Verification Services and Digital Certificate Services hereunder, and for the purposes set forth in this Section 2.6.

2.6.2 RegistryPro shall notify Registrar of the purposes for which RegistryPro collects Personal Data from Registrar, Applicants or Registered Name Holders. Registrar shall provide all such information regarding the intended uses of the Personal Data to each Applicant prior to, and as a condition of, the submission of such Applicant's application for a Registered Name. RegistryPro shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. RegistryPro shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrar

2.6.3 RegistryPro shall have the right from time to time to make, and notify Registrar of, additional purposes for which RegistryPro collects Personal Data from Registrar, Applicants, or Registered Name Holders. Without limiting the generality of RegistryPro's right to such additional purposes, Personal Data submitted by Registrar, Applicants or Registered Name Holders hereunder may be used by RegistryPro and its subcontractors for the purposes of (i) providing the Verification Services and Digital Certificate Services, including but not limited to conducting identity checks and professional eligibility checks with respect to each Applicant or Registered Name Holder, (ii) populating the data fields of the Digital Certificate issued to each Registered Name Holder, (iii) conducting periodic spot checks of a Registered Name Holder's continuing eligibility to hold a Registered Name, (iv) conducting annual re-verification of a Registered Name Holder's continuing eligibility to hold a Registered Name; and (v) publishing certain information regarding Registered Name Holders in RegistryPro's publicly-available WHOIS directory. Registrar acknowledges that RegistryPro and its subcontractors may retain copies of all records and transaction logs emanating from the performance of the Verification Services, which records and logs may include Personal Data.

2.6.4 Registrar acknowledges that pursuant to the performance of the Verification Services, RegistryPro or its subcontractors may crosscheck the Personal Data submitted by an Applicant or Registered Name Holder against information contained in public and proprietary record databases, which may be obtained from third parties (the "Database Information"). Registrar acknowledges and agrees that RegistryPro shall have no responsibility for the accuracy or integrity of the Database Information obtained from third parties so long as such Database Information is obtained from third parties who may be reasonably relied upon as an authoritative resource for such Database Information. Registrar further acknowledges that this Agreement does not entitle Registrar, any Applicant or any Registered Name Holder (i) to use or access any Database Information or any other data obtained by RegistryPro or its subcontractors in the performance of the Verification Services (other than the Personal Data actually submitted by an Applicant or Registered Name Holder) or (ii) to learn the source of any such information or data obtained by RegistryPro or its subcontractors. Registrar acknowledges that RegistryPro and/or its subcontractors retain all right, title, and interest under applicable contractual, copyright and related laws in and to the Database Information or any other information or data obtained by RegistryPro or its subcontractors in the performance of the Verification Services (other than the Personal Data actually submitted by an Applicant or Registered Name Holder).

Registrar acknowledges that RegistryPro retains all right and title in and to the results of any Verification Services performed with respect to any Applicant or Registered Name Holder (i.e., "pass" or "fail"). RegistryPro shall license such results

to Registrar in exchange for payment of the Fees set forth herein, and Registrar shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose such results, except (a) to the Applicant or Registered Name Holder to whom such results pertain, (b) to Registrar's employees whose duties reasonably relate to the legitimate business purposes for which the results are obtained or (c) pursuant to ICANN rules and regulations, any federal, state and local laws or regulations, or any legal action or proceeding, including challenge proceedings governed by ICANN policy and procedures.

3. OBLIGATIONS OF REGISTRAR

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

3.2 ICANN Requirements. RegistryPro's obligations hereunder may be subject to modifications from time to time as the result of ICANN requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements and shall require any Applicant or Registered Name Holder to comply with such requirements in accordance with implementation schedules and arrangements established by ICANN and/or RegistryPro.

3.3 Authorized Resellers. Registrar shall not allow any third party to resell the Ancillary Services provided to Registrar hereunder unless: (i) such third party enters into a written agreement with Registrar pursuant to which such third party agrees to comply with all of the terms and conditions of this Agreement that are applicable to (A) Registrar's provision of the Ancillary Services and (B) the resale of the Ancillary Services, (ii) Registrar provides RegistryPro a copy of each executed reseller agreement no later than five (5) business days after it has been signed, (iii) RegistryPro is expressly made a third-party beneficiary of any such reseller agreement, and (iv) RegistryPro does not provide Registrar with written notice rejecting the authorization of the particular third party as a reseller hereunder.

3.4 Compliance with Advertising Guidelines. Registrar agrees to comply with the advertising guidelines set forth in Exhibit C. RegistryPro may update the advertising guidelines at any time upon fifteen (15) business days written notice to Registrar.

3.5 Inappropriate Content. RegistryPro is in no way obligated but shall have the right to review the contents and format of: (i) the page(s) of the Registrar Web Site, (ii) any marketing material in any media used by Registrar related to the provision of RegistryPro related services and (iii) any Registrar Marks that Registrar requests that RegistryPro use to customize the Verification Interface pursuant to Section 4.2. If RegistryPro, in its reasonable discretion, finds any such materials to be inappropriate, RegistryPro shall notify Registrar and Registrar shall revise such materials to RegistryPro's reasonable satisfaction within five (5) business days after receiving such notice. If Registrar fails to make such revisions, RegistryPro shall have the right to terminate this Agreement for material breach immediately upon notice to Registrar.

3.6 Customer Support. Registrar shall at a minimum provide first-level customer service and billing and technical support to Applicants and Registered Name Holders, and to any Authorized Resellers, in each case with respect to the Verification Services and Digital Certificate Services.

3.7 Registration Agreement.

3.7.1 Pursuant to the Registry-Registrar Agreement, Registrar is required to have in effect a legally binding electronic or paper registration agreement with each Registered Name Holder (the "Registration Agreement"). Pursuant to this Agreement, Registrar further agrees that it will enter into such Registration Agreement with each Applicant prior to, and as condition of, such Applicant's, (i) submission of any application for a Registered Name including any transfer of a Registered Name from any other registrar to Registrar (ii) submission of any Personal Data in connection with the Applicant's application for a Registered Name or transfer, or (iii) payment of any fees charged by Registrar in connection with the Applicant's application for a Registered Name or transfer. In addition to the terms and conditions of the Registration Agreement that are required pursuant to the Registry-Registrar Agreement, the Registration Agreement shall also contain the terms and conditions set forth in this Agreement and in Exhibit D.

3.7.2 In the Registration Agreement with each Applicant, Registrar shall require such Applicant to indemnify, defend and hold harmless RegistryPro and its parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, executives, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns from and against any and all losses, costs, expenses (including reasonable attorneys' fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with the Verification Services and the Digital Certificate Services hereunder. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement for whatever reason.

3.8 Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the .Pro TLD, and pursuant to the Registry-Registrar Agreement, Registrar is required to submit or cause Applicants and Registered Name Holders to submit, complete data as required by technical and policy specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby agrees that the data required to be submitted under the Registry-Registrar Agreement shall, for so long as this Agreement is in effect, include all data required by RegistryPro to perform the Verification Services and Digital Certificate Services hereunder, which data may differ for each Applicant or Registered Name Holder, depending upon the profession in which the Applicant or Registered Name Holder is engaged, the jurisdiction in which the Applicant or Registered Name Holder is licensed, certified or admitted to provide the applicable professional services, and the nature of Database Information that is available with respect to the Applicant or Registered Name Holder.

3.9 Security. For purposes of clarification, all the requirements of Section 3.6 of the Registry-Registrar Agreement pertaining to (a) the security of the Registry System and (b) the security of data exchanged between the Registrar's system and the Registry System shall apply, respectively, to (x) the Verification Services and Digital Certificate Services and (y) the data exchanged between Registrar's system and Registry System pursuant to the use of such Ancillary Services.

3.10 Data Use Requirements. Nothing in this Section 3.10 shall be interpreted to grant Registrar any right to use or access the Database Information. However, to the extent that Registrar does gain access to the Database Information, Registrar shall not use any Database Information provided by RegistryPro hereunder for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the Federal Fair Credit

Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute. Registrar shall use any Database Information provided by RegistryPro hereunder in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable. Registrar shall use any Database Information provided by RegistryPro hereunder in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable. RegistryPro may, at any time, impose restrictions and/or prohibitions on Registrar's use of the Database Information provided by RegistryPro hereunder as a result of and to the extent of any modification of agreements with RegistryPro's subcontractors who provide such Database Information or a change in law or regulation governing the use of such information. RegistryPro shall, if given prior notice of such modifications from any such subcontractor, or if it has prior notice of any such change in law or regulation, provide thirty (30) days notice to Registrar prior to imposing such restrictions and/or prohibitions. Upon written notification by RegistryPro and the passage of thirty (30) days, Registrar agrees to comply with such restrictions.

4. USE OF MARKS.

4.1 Use of RegistryPro Marks. Subject to the terms and conditions of this Agreement, RegistryPro hereby grants to Registrar, and Registrar accepts, a limited, non-exclusive, revocable, non-transferable, royalty-free, world-wide right during the Term to use, display, transmit, distribute and reproduce the RegistryPro graphical logo and trademark(s) (collectively, the "RegistryPro Marks") solely for the purpose of marketing and selling the Ancillary Services in accordance with the terms and conditions of this Agreement. All other uses of the RegistryPro Marks shall require the prior approval of RegistryPro. RegistryPro may at any time, in its sole discretion, upon notice to Registrar, add, discontinue, modify, amend or restrict the marks, names and symbols that constitute the RegistryPro Marks and in the event RegistryPro has modified or discontinued any RegistryPro Mark, Registrar shall, within thirty (30) days of receiving such notice cease use of the unmodified or discontinued RegistryPro Mark. Registrar acknowledges that, as between RegistryPro and Registrar, RegistryPro owns all right, title and interest in and to the RegistryPro Marks. All good will arising from the use of the RegistryPro Marks by Registrar will inure exclusively to the benefit of RegistryPro. Registrar shall maintain RegistryPro's quality standards with respect to its use of the RegistryPro Marks, and shall otherwise use the RegistryPro Marks subject to any restrictions, requirements or usage guidelines that may be provided by RegistryPro from time to time. Registrar shall not combine the RegistryPro Marks with any other marks. Registrar shall not alter or modify the RegistryPro Marks. Any use of the RegistryPro Marks by Registrar in a manner inconsistent with the provisions of this Section 4 shall be considered a material breach of this Agreement and shall entitle RegistryPro to terminate the license granted under this Section 4.1. or (ii) immediately terminate this Agreement for cause if such material breach is not cured within two (2) calendar days of receiving notice to cure the material breach.

4.2 Use of Registrar Marks. Subject to the terms and conditions of this Agreement, Registrar hereby grants to RegistryPro, and RegistryPro hereby accepts, a limited, non-exclusive, revocable, non-transferable, royalty-free, world-wide right during the Term to use, display, transmit, distribute and reproduce the Registrar graphical logo and trademark(s) (collectively, the "Registrar Marks") for the purposes of (i) customizing the Verification Interface with Registrar's graphical logo (upon request

by Registrar) and (ii) marketing and selling the Ancillary Services, in each case in accordance with the terms and conditions of this Agreement. All other uses of the Registrar Marks shall require the prior approval of Registrar. Registrar may at any time, in its sole discretion, upon notice to RegistryPro, add, discontinue, modify, amend or restrict the marks, names and symbols that constitute the Registrar Marks and in the event Registrar has modified or discontinued any Registrar Mark, RegistryPro shall, within thirty (30) days of receiving such notice cease use of the unmodified or discontinued Registrar Mark. RegistryPro acknowledges that, as between RegistryPro and Registrar, Registrar owns all right, title and interest in and to the Registrar Marks. All good will arising from the use of the Registrar Marks by RegistryPro will inure to the benefit of Registrar. RegistryPro shall maintain Registrar's quality standards with respect to its use of the Registrar Marks, and shall otherwise use the Registrar Marks subject to any restrictions, requirements or usage guidelines that may be provided by Registrar from time to time.

4.3 Responsibility.

4.3.1 RegistryPro agrees that it is solely responsible for any liability arising out of or relating to any use of the RegistryPro Marks by Registrar pursuant to the terms and conditions of this Agreement. RegistryPro represents and warrants that it holds all rights required for Registrar to use the Registrar Marks for the purposes of this Agreement and that the use, display, reproduction, distribution, or transmission of the RegistryPro Marks in accordance with this Agreement will not violate any laws or rights of third parties, including, but not limited to, (i) laws governing false advertising, deceptive trade practices, unfair competition, defamation, or invasion of privacy and (ii) infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary right.

4.3.2 Registrar agrees that it is solely responsible for any liability arising out of or relating to any use of the Registrar Marks by RegistryPro pursuant to the terms and conditions of this Agreement. Registrar represents and warrants that it holds all rights required for RegistryPro to use the Registrar Marks for the purposes of this Agreement and that the use, display, reproduction, distribution, or transmission of the Registrar Marks in accordance with this Agreement will not violate any laws or rights of third parties, including, but not limited to, (i) laws governing false advertising, deceptive trade practices, unfair competition, defamation, or invasion of privacy and (ii) infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary right.

5. FEES

5.1 Amount of RegistryPro Fees. Registrar agrees to pay RegistryPro the fees set forth in Exhibit E for the Verification Services and Digital Certificate Services provided by RegistryPro to Registrar (collectively, "Fees"). RegistryPro reserves the right to revise the Fees prospectively upon thirty (30) days notice to Registrar.

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

5.3 Non-Payment of Fees. Registrar's timely payment of Fees is a material condition of

RegistryPro's obligations under this Agreement. In the event that Registrar fails to pay its Fees within five (5) days of the date when due, in addition to drawing against the letter of credit in accordance with Section 5.2, RegistryPro may do any or all of the following: (i) stop performing Verification Services or issuing Digital Certificates hereunder with respect to initial or renewal registrations; (ii) give written notice of termination of this Agreement pursuant to Section 9.2.1; and (iii) pursue any other remedy available to it at law or in equity.

5.4 Taxes. Registrar will pay all amounts owed under this Agreement in U.S. dollars. Fees set forth in this Agreement do not include, and may be subject to, U.S. or foreign, local, state and/or national excise, sales, use, property, duties and/or other taxes or assessments. If any tax and/or assessment is determined to be applicable, e.g. VAT, then Registrar shall pay RegistryPro the full amount of any such tax and/or assessment at the time payment is due (excluding taxes based on RegistryPro's net income).

5.5 Audit Rights.

5.5.1 Pursuant to the Registry Agreement, RegistryPro's subcontracted provider of the Verification Services or Digital Certificate Services may, from time to time, be subject to audits by ICANN. To the extent that ICANN, in its performance of such audit, requires access to Registrar's systems, books or records, Registrar shall reasonably cooperate with ICANN or its third-party auditor (which may, in certain cases, be RegistryPro) and shall provide ICANN or its third-party auditor with access to its system, books and records for the sole and limited purpose of conducting such audit.

5.5.2 In addition, RegistryPro may, pursuant to its agreements with its subcontracted providers of the Verification Services or Digital Certificate Services, be subject to periodic audits of RegistryPro's activity under this agreement in order to insure RegistryPro's compliance with applicable law and with its agreements with such service providers. To the extent that any such service provider, in its performance of such an audit, cannot obtain information necessary to complete its audit directly from RegistryPro, and requires access to Registrar's systems, books or records, Registrar shall reasonably cooperate with such service provider or its third party auditor and shall, upon reasonable notice to Registrar, provide such service provider or its third-party auditor with access to its system, books and records for the sole and limited purpose of conducting such audit. RegistryPro will provide Registrar with a reasonable notice period in advance of any such audit. RegistryPro will be liable to Registrar for any reasonable expenses incurred by Registrar in complying with this Section 5.5.2.

5.5.3 In addition, in order to ensure Registrar's compliance with applicable law and the terms of this Agreement, RegistryPro may audit Registrar's compliance with applicable law and this Agreement upon reasonable notice to Registrar. Such audit may consist of electronic verification and/or telephone verification of compliance with applicable law and/or this Agreement (including Registrar's use of the Ancillary Services), and shall not be an on-site audit of relevant documentation unless RegistryPro provides Registrar reasonable advance notice of such on-site visit to take place during regular business hours. RegistryPro will be liable to Registrar for any reasonable expenses incurred by Registrar in complying with this Section 5.5.3. Registrar shall reasonably cooperate with any and all such investigations or audits. In the event RegistryPro obtains clear evidence of Registrar's non-compliance with applicable law or this Agreement, RegistryPro may immediately terminate this Agreement and may take any other action available to it in law or equity.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

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

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

6.3 The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors (including subcontractors) 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 and use restrictions of this Agreement.

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

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

6.6 Notwithstanding the foregoing, this Section 6 imposes no obligation upon the Parties with respect to information that (i) is or has entered the public domain through no fault of the Receiving Party; (ii) was disclosed to the Receiving Party by a party who did not have a duty to keep such information confidential and prior to the time of disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without use of the Confidential Information; (iv) is made generally available by the Disclosing Party without restriction on disclosure; (v) is necessarily disclosed to verify compliance with the requirements for registration within the .Pro TLD or (vi) is required to be disclosed by order of a court of competent jurisdiction, to the extent required by any such order. In the case of disclosure pursuant to clauses (v) or (vi) above, the receiving Party shall provide the Disclosing Party at least five (5) business days prior written notice of such disclosure or as much advance notice as is reasonably practicable in order to enable the Disclosing Party to obtain a protective order.

6.7 The Receiving Party's duties under this Section 6 shall expire two (2) years after the expiration or termination of this agreement or earlier, upon written agreement of the Parties.

7. REPRESENTATIONS AND WARRANTIES; LIMITATION OF REMEDIES AND LIABILITY; INDEMNIFICATION.

7.1 Representations and Warranties by RegistryPro. RegistryPro hereby represents and warrants to Registrar that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; and (ii) the Ancillary Services will be performed in a competent, professional, and workmanlike manner and in compliance with the RegistryPro Certificate Practice Statement and registration policies.

7.2 Disclaimer.

7.2.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, REGISTRYPRO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY SERVICES TO BE PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

7.2.2 WITHOUT ANY LIMITATION OF THE FOREGOING, REGISTRYPRO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT THE FUNCTIONS OF THE VERIFICATION SERVICES WILL MEET REGISTRAR'S REQUIREMENTS OR STANDARDS, OR THAT THE OPERATION OF THE VERIFICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE VERIFICATION TOOLKIT WILL BE CORRECTABLE OR CORRECTED. FURTHERMORE, REGISTRYPRO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE VERIFICATION SERVICES OR DIGITAL CERTIFICATE SERVICES IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE.

7.3 Limitation of Remedies. REGISTRAR'S SOLE AND EXCLUSIVE REMEDY REGARDING (i) THE USE AND PERFORMANCE OR NON-PERFORMANCE AND FAILURE OF THE VERIFICATION SERVICES OR DIGITAL CERTIFICATE SERVICES OR (ii) THE BREACH OF ANY WARRANTY OF PERFORMANCE MADE BY REGISTRYPRO HEREUNDER, SHALL BE TO TERMINATE THIS AGREEMENT;

7.4 Limitation of Liability. REGISTRYPRO SHALL NOT BE LIABLE TO REGISTRAR FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY REGISTRYPRO'S OR THIRD PARTIES' ACTS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT OR ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON REGISTRYPRO OR A THIRD PARTY, IN NO EVENT SHALL REGISTRYPRO'S OR ANY THIRD PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF ANY ACT OR OMISSION OF REGISTRYPRO AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, EXCEED THE TOTAL AMOUNT PAID BY REGISTRAR TO REGISTRYPRO UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 Representations and Warranties by Registrar. Registrar hereby represents and warrants to RegistryPro that: (i) it is a limited liability company duly formed, validly existing and in good standing, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

7.6 Indemnification. Registrar, at its own expense and within thirty (30) days after presentation of a demand by RegistryPro under this Section 7.6, will indemnify, defend and hold harmless RegistryPro and its parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, executives, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns (each, an "Indemnified Person") from and against any and all losses, costs, expenses (including reasonably attorneys' fees), causes of action (including any claims for false advertising, negligent representation, negligent referral, fraud, professional misconduct, including but not limited to, unauthorized practice of law, medicine or accounting), or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with: (i) Registrar's domain name registration business or any other business conducted by Registrar or its resellers, including, but not limited to, Registrar's advertising or marketing, domain name application process, performance of the Ancillary Services, fees charged, billing practices and customer service; (ii) any agreement, including Registrar's dispute policy, between Registrar and any Authorized Reseller, Applicant or Registered Name Holder; (iii) any failure by Registrar to comply with its obligations under this Agreement; (iv) any failure by an Authorized Reseller to comply with its obligations under the reseller agreement described in Section 3.3; or (v) any breach by Registrar of its representations and warranties under this Agreement. RegistryPro shall provide Registrar with prompt notice of any claim for indemnification pursuant to the foregoing; provided, however, that no delay on the part of RegistryPro in notifying Registrar of any such claim shall relieve Registrar from any obligation hereunder unless (and then solely to the extent that) Registrar is materially prejudiced by such delay. Upon Registrar's written request, RegistryPro will provide Registrar with all available information and assistance reasonably necessary for Registrar to defend any third-party claim upon which RegistryPro's claim for indemnification may be based; provided that Registrar shall reimburse RegistryPro for its 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 third-party claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld.

8. DISPUTE RESOLUTION

Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 8 pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in New York, NY USA. There shall be three arbitrators: each Party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The Parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The Parties shall bear their own attorneys' fees in connection with the

arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. 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 in any state court located in New York County, New York, USA, or, if applicable, any federal court located in the Southern District of New York (the "Specified Courts"), which shall not be a waiver of this arbitration agreement. The Parties hereby irrevocably consent to the exclusive jurisdiction of the Specified Courts, and any litigation brought to recognize or enforce an arbitration award, to enforce this agreement to arbitrate or to seek temporary or preliminary injunctive relief in accordance with the foregoing shall be exclusively brought in a Specified Court; provided, however, that judgment on such award may be entered in any court of competent jurisdiction.

9. TERM AND TERMINATION

9.1 Term of the Agreement; Revisions. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is sixty months after the Effective Date (the "Term").

9.2 Termination. This Agreement may be terminated as follows:

9.2.1 For Failure to Make Payment. In the event that Registrar fails to make any payment under this Agreement when due, subject to section 5.3, RegistryPro may terminate this Agreement immediately and without penalty to RegistryPro upon notice to Registrar.

9.2.2 For Breach. In the event that Registrar materially breaches any of its obligations under this Agreement (other than any obligation to make payment) and such breach is not substantially cured within fifteen (15) business days after written notice thereof is given by RegistryPro, then RegistryPro may, by giving written notice thereof to Registrar, terminate this Agreement without penalty to RegistryPro as of the date specified in such notice of termination; provided, however, that if the material breach by Registrar consists of an action or a failure to act that, in the reasonable judgment of RegistryPro, endangers the stability or operational integrity of the Internet or the .Pro top-level domain, then the foregoing cure period shall be limited to three (3) calendar days.

9.2.3 Termination at Option of either Party. Either Party may terminate this Agreement at any time without penalty whatsoever, for any reason or for no reason, by giving the other Party thirty (30) days written notice of termination.

9.2.4 Termination Upon Loss of Registrar's Accreditation. This Agreement shall immediately terminate without penalty to RegistryPro automatically and without notice in the event Registrar's accreditation by ICANN or accreditation as a .Pro registrar is terminated or expires without renewal.

9.2.5 Termination Upon Discontinuation of Service. In the event RegistryPro generally ceases to provide the Verification Services and, this agreement will automatically terminate without penalty to RegistryPro as of the date of such discontinuance.

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

9.3.1 RegistryPro may, at its sole option, complete the Verification Services for some or all of the applications or annual re-verifications submitted by Registrar prior to the effective date of such expiration or termination (the "Pending Applications"). In the event that RegistryPro chooses not to complete the Verification Services for any Pending Applications for which Registrar has already paid a Fee hereunder, RegistryPro shall refund such Fee to Registrar. To the extent RegistryPro's performance of any Ancillary Services occurs after the effective date of such termination or expiration pursuant to the foregoing, all provisions of this Agreement applicable to the provision of such services shall survive until the completion thereof.

9.3.2 All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall, upon request, be immediately returned to the Disclosing Party.

9.3.3 Except as specifically provided otherwise in this Agreement, upon the expiration or termination of the Agreement, all rights and obligations shall cease (other than Registrar's payment obligations hereunder to the extent accrued on or prior to the termination, which will become immediately due upon termination), including but not limited to, all licenses granted under this Agreement.

9.4 Survival. In the event of termination of this Agreement, the following shall survive: (i) Section 2.6 (Use of Data), Section 3.8 (Data Submission Requirements), Section 5 (Fees), Section 6 (Confidentiality and Intellectual Property), Section 7 (Representations and Warranties; Limitation of Remedies and Liability; Indemnification), Section 8 (Dispute Resolution), Section 9.3 (Effect of Termination), Section 9.4 (Survival), and Section 10 (Miscellaneous) and (ii) any other provisions of this Agreement that by their nature or expressly survive the termination or expiration of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. MISCELLANEOUS

10.1 Assignments.

10.1.1. Assignment to Successor of RegistryPro. In the event RegistryPro's Registry Agreement is terminated or expires without entry by RegistryPro and ICANN of a subsequent registry agreement, RegistryPro's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty (60) days prior to the termination or expiration of this Agreement, provided that the assignee agrees to assume the duties of RegistryPro under this Agreement.

10.1.2. 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. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party; provided, however, that the sale of substantially all of the assets of a party (or any of its subsidiaries) or its acquisition by or merger into another company, shall not be deemed an assignment of this Agreement by such party. This consent requirement shall not apply in the event either party shall change its corporate name.

10.2. Publicity and Press Releases. Neither Party may issue a press release or similar public statement ("Press Release") regarding the transactions contemplated hereunder without the prior written approval of the other Party, except that either Party may make public disclosures of the existence of a business relationship between the Parties without disclosing the specific terms of this Agreement. Notwithstanding the foregoing, either Party may make such disclosures (other than disclosures of Confidential Information, which are governed by Section 6) as are required by law or regulation without the consent of the other Party and in such event, the disclosing Party shall provide the other Party at least five (5) business days prior written notice of such disclosure.

10.3. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service,) to the address set forth beneath the name of such Party below, unless such Party has given a notice of a change of address to the other Party in writing:

If to Registrar:

With a copy to:

If to RegistryPro:

RegistryPro
100 North Riverside, Suite 800
Chicago, IL 60606
Attention: General Manager

With a copy to:

RegistryPro
100 North Riverside, Suite 800
Chicago, IL 60606
Attention: Director of Policy and Legal Affairs

10.4. Third-Party Beneficiaries. This Agreement is exclusively between RegistryPro and Registrar and shall not be construed to create any obligation by either Party to any non-party to this Agreement, including any Applicant or holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not a third party beneficiary of the Registry Agreement.

10.5. 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, and the Parties shall at all times remain independent contractors of each other.

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

10.7. Amendments. Except as otherwise expressly stated in this Agreement (including, but not limited to, Section 3.2), no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both Parties.

10.8. Waivers. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.9. Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

10.10. Entire Agreement. This Agreement (including its exhibits, which form a part of it), together with the Registry-Registrar Agreement, constitute the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

10.11. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.

[Signature pages to follow]

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

RegistryPro

By:

Name:

Title:

Registrar

By:

Name:

Title:

Exhibit A: Engineering and Customer Service Support

RegistryPro will provide a wide range of customer service options to Registrar with respect to the Verification Services and Digital Certificate Services, including:

- E-mail and/or telephone support for incidents requiring an interactive response from RegistryPro representatives.
- Web-based tools allowing Registrar to obtain information about pending requests and rejected Applications, and to diagnose problems it may be having with the Verification Services and Digital Certificate Services.
- Automatically generated reports.
- FAQs
- An appointed account manager

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

Each of these customer service options is described below.

1. Telephone and E-mail Support. Telephone and e-mail support will be provided to Registrar to allow Registrar to inform RegistryPro of service-related issues with respect to the Verification Services and Digital Certificate Services and to obtain information about pending requests or rejected Applications. Telephone and e-mail support services shall be used only for those issues which cannot be addressed through other customer support avenues.

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

2. Web-Based Tools. RegistryPro will provide a variety of web-based tools to provide Registrar information about pending requests and rejected Applications and to diagnose problems Registrar may be having with the Verification Services and Digital Services. Examples of the tools that will be provided include:
 - Obtain information on account balances, payments received, and other billing related information.
 - View reports provided on a regular basis provided by RegistryPro. Such reports shall include, but not be limited to a list of all billable transactions within a monthly period.
3. Security of Customer Support. With the exception of certain simple questions that may be handled by telephone, all customer service requests will be authenticated prior to being acted upon. Registrar will designate certain individuals within its organization and specify the types of customer service operations it may authorize, according to RegistryPro's security policies. Requestors will be identified and authenticated through mechanisms that may

include the use of passwords and call back numbers for telephone communications, the use of digital signatures for e-mail communications, or the use of digital certificates, passwords, and IP address filters for web-based communications.

Average Call Back Times:

When Registrar emails a service request to RegistryPro, the Registrar will be contacted based on the initial incident priority:

Priority	Call Back Time
1	1 business hour
2	3 business hours
3	1 business day
4	2 business days

Ticket Prioritization:

All incoming tickets will receive prioritization based on the reported problem.

Priority 1. A Priority 1 ticket is the highest priority within the Support Center system. The Center will make every reasonable effort within its control to ensure that the Verification Services and Digital Certificate Services are operational as soon as possible. RegistryPro (or appointed partner) will be in regular contact with Registrar until the problem is resolved. Typical Priority 1 issues include: inoperability of Verification Services or Digital Certificate Services.

Priority 2. Typically a Priority 2 ticket is for a problem that prevents a Registrar from performing activities other than initiating new applications, but does not cause Registrar's use of the Verification Services or Digital Certificate Services to become completely inoperable.

RegistryPro will make every reasonable effort to resolve the reported problem as soon as possible. Typical Priority 2 issues include:

- application activities impaired, but not rendered inoperable;
- registrar access to the Verification Services and Digital Certificate Services is limited but not unavailable;
- serious installation or upgrade issues.

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

- Minor installation and upgrade issues.
- Problems with reports.

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

Escalation

The Customer Support Center is committed to resolving all Registrar issues in a timely and efficient manner. However, in the event that Registrar is not satisfied with the support that

RegistryPro is providing, there is an escalation process that Registrar may exercise. If Registrar has not received satisfactory service from the Customer Support Group, escalate concerns through the following resources:

1. Registrar Relations Manager
2. Director of Operations
3. Chief Operating Officer

Exhibit B: Service Level Agreement

This Service Level Agreement (the "SLA") defines the performance terms for the RegistryPro Verification Services and Digital Certificate Services. The purpose of the SLA is to ensure all involved parties, have a clear understanding and useful reference to the performance requirements of the Verification Services and Digital Certificate Services.

I. VERIFICATION SERVICES AVAILABILITY AND PERFORMANCE

(a) Up Time Measurement . Up Time is calculated on a calendar month basis as a percentage equal to (i) the total number of minutes in the month that RegistryPro's system is available and capable of receiving and processing data from Registrar in connection with the Services, divided by (ii) the total number of minutes in the month.

(b) Up Time Percentages . The Verification Service system will be available ninety-nine and three-tenths percent (99.3%) of the time during any given month excluding scheduled downtime.

(c) Scheduled System Downtime . "Scheduled Downtime" periods are scheduled to perform system maintenance, upgrades, and testing of fail-over capabilities. The Scheduled Downtime will not exceed 4 hours per week and will be scheduled in advance. Notification will be given at least five days in advance. Notification will be provided through e-mail. Standard Scheduled Downtime will generally be scheduled on Saturdays between 10 p.m. to Sundays at 2 a.m. Eastern Time. Longer periods of scheduled downtime may be required, in such cases RegistryPro will provide Registrars with at least one week advance notice.

II. DIGITAL CERTIFICATE SERVICES AVAILABILITY AND PERFORMANCE

(a) Up Time Measurement . Up Time is calculated on a calendar month basis as a percentage equal to (i) the total number of minutes in the month that RegistryPro's system is available and capable of receiving and processing data from Registrar in connection with the Services, divided by (ii) the total number of minutes in the month.

(b) Up Time Percentage . RegistryPro's monthly Up Time percentage throughout the Term will be no less than ninety-nine (99%).

(c) Scheduled Down Time . RegistryPro will notify Registrar via electronic mail of scheduled downtimes and anticipated impact to Digital Certificate Services specific functionality not less than fourteen (14) days in advance of the planned downtime window. If a longer downtime window is anticipated, at least five (5) business days advance notice will be provided. Scheduled Down Time will not exceed four (4) hours in any single calendar week, and will begin and end within the scheduled window specified in the notice provided by RegistryPro no less than ninety eight percent (98%) of the time during any rolling 12 month period.

Notwithstanding the foregoing, RegistryPro may perform one (1) additional planned outage of up to eight (8) hours (between the hours of 12 A.M. and 8 A.M. Eastern Time) in duration for major systems or software upgrades ("**Extended Planned Outages**") provided that Registrar is provided with at least thirty (30) days notice in advance of the outage.

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

Exhibit C: Advertising Guidelines

In Registrar's advertising or other publicly-available materials:

1. Registrar shall describe the Verification Services and Digital Certificate Services using language that is consistent with: "The .Pro domain is a restricted domain name, available to professionals who certify that they meet the eligibility requirements of their profession."

2. Registrar must include the following clear and prominent disclaimer on behalf of RegistryPro in any advertising materials or other publicly available statements in any media about the .Pro domain or .Pro registrants. This disclaimer should be "unavoidable" — that is, it should not be provided via a link, but should be presented in easily-readable text form in all places where an end-user or registrant would be reasonably likely to interact with Registrar:

"Information about .Pro registrants is supplied voluntarily by each registrant, and all .Pro registrants self-certify that they are accredited professionals. The data contained in Registry Operator's WHOIS database, including but not limited to data regarding a registrant's stated profession, is provided "AS IS" with no guarantee or warranties as to its timeliness or accuracy. Consumers should contact the relevant jurisdiction's licensing body or office of professionals to obtain information about a .Pro registrant's licensing status and qualifications. Each .Pro registrant is solely responsible for all content on such .Pro registrant's .Pro web site. Neither this organization nor the Registry Operator is responsible for, is endorsing, or can attest to the accuracy of any statements made by .Pro registrants, any content on a .Pro registrant's web site or any advice provided by a .Pro registrant. Neither this organization nor the Registry Operator is a referral service or is giving any legal, medical, accounting or other professional advice."

3. Registrar shall not make any representation or statement that may create any express or implied warranty or promise about the .Pro domain, Verification Services or related services, or the quality of services, advice or content provided by a .Pro registrant, including but not limited to statements that:

- (a) .Pro registrants are certified, licensed, qualified or registered professionals;
- (b) Registry Operator verifies Registered Name Holders' professional credentials;
- (c) .Pro Registered Name Holders are specialists;
- (d) Registry Operator plays any role in referring an Internet user to an appropriate professional;
- (e) the .Pro domain is secure.

Exhibit D: Additional Required Terms and Conditions of Registration Agreement)

1. Applicant agrees to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by RegistryPro and its designees and agents in a manner consistent with the purposes specified pursuant to Section 2.6 of this Agreement.
2. Applicant represents and warrants that it meets the applicable .Pro registration requirements within the Jurisdiction and agrees that, during the term of the registration, it will continue to meet such requirements and that it will promptly notify the Registrar if it no longer meets such requirements.
3. Applicant acknowledges that RegistryPro is a third party beneficiary of the Registration Agreement with the right to enforce those provisions of the Registration Agreement that affect it.
4. Applicant acknowledges that Registrar shall be solely responsible for providing Applicant with services with respect to (a) its application for a Registered Name and (b) in the event such application is accepted, for all ongoing services with respect to its issued Registered Name. Applicant further acknowledges that RegistryPro shall have no obligation to provide such services to Applicant. Applicant agrees that it has no contractual relationship whatsoever with RegistryPro and that Applicant is not a third party beneficiary of any agreement between RegistryPro and Registrant. Applicant further agrees that RegistryPro will have no legal, equitable or other liability of any kind to Applicant.
5. Applicant acknowledges that if, pursuant to the performance of the initial verification services or annual reverification services, Registrar determines that Applicant does not meet or does not continue to meet the applicable .Pro registration requirements, Registrar shall be entitled to retain a processing fee in connection with the performance of the initial verification services and in connection with the performance of the annual reverification services.

Exhibit E: Fees

The Fees set forth in Table 1, will be invoiced in accordance with Section 5 of this Agreement and as set forth below.

Table 1. Unit Pricing for US Services

Price Per Applicant	
Verification Service Fee – Second Level Resolving	\$ 34.00
Verification Service Fee – Third Level Resolving	\$ 104.00
Digital Certificate Service Fee – Second Level Resolving*	\$ 15.00

All fees are non-refundable outside the five day add/drop grace period.

In addition, there will be no refund of the Digital Certificate Service Fee within the five day add/drop grace period where the RegistryPro Digital Certificate has been downloaded.

Annual re-Verification Service Fees and Digital Certificate Service Fees are charged at the same rates and in accordance with the same terms and conditions as initial requests.

* The Digital Certificate Service Fee applies only to Second Level Resolving names that elect to offer the RegistryPro Digital Certificate to applicants in lieu of or in addition to other Digital Certificates.