

.US Locality Domain Name Registration Terms and Conditions

1. **Introduction.** This .US Locality Domain Name Registration Terms and Conditions Agreement (the “**Agreement**”), by and between you (“**You**” or “**Registrant**”) and NeuStar, Inc., acting in its capacity as a Delegated Manager, sets forth the terms and conditions governing Registrant’s use of the registered .us locality domain name(s) set forth in Exhibit A (“**Registered Name(s)**”). Any acceptance of Registrant’s application or requests for Service and the performance of Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166.

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date in which NeuStar has no further obligation to render .us Top Level Domain (“**TLD**”) administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein.

3. Definitions.

- a. “Delegated Manager” is the entity responsible for the maintenance, support and administration over .us locality domain names. A Delegated Manager may sub-delegate its .us locality domain names to other qualifying third parties. NeuStar shall serve as Registrant’s Delegated Manager for the Registered Names.
- b. “Registered Name” refers to the domain name(s) within the domain of the usTLD set forth in Exhibit A, about which NeuStar or an affiliate, engaged in providing usTLD services, maintains data in the usTLD Database.
- c. “Registrant” or “You” refers to the holder of a domain name in the usTLD locality space.
- d. “Registration Data” refers to all information provided by Registrant in the domain name registration application.
- e. “Service” means the maintenance and update of the Registered Name(s) for, as well as the provision of customer support to, Registrant by NeuStar under this Agreement.
- f. “usTLD” means the .us country code top-level domain.
- g. “usTLD Database” means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.

4. **Sublicenses, Subdelegations, and Transfers of Registered Names.** Registrant may not sublicense, subdelegate or transfer any Registered Names to a third party without the prior written consent of NeuStar. NeuStar shall only approve such sublicenses, subdelegations or

transfers (i) to new Registrants that agree to abide by the terms and conditions of this Agreement or (ii) to an existing Delegated Manager. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at NeuStar's option. Registrant agrees not to sell or to resell the Registered Name.

5. Termination.

a. Termination by Registrant. Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to NeuStar for any or no reason.

b. Termination by NeuStar. NeuStar may terminate this Agreement at any time upon written notice to the Registrant as provided in Section 20 of this agreement in the event any of the following occurs:

i. Registrant willfully or negligently (i) provides NeuStar inaccurate or unreliable information or (ii) fails to promptly update any information provided to NeuStar pursuant to this Agreement;

ii. Registrant fails to abide by the Nexus Requirements set forth in Section 7 of this Agreement;

iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 5(b)(i) or 5(b)(ii) and fails to cure such breach within ten (10) days of receipt of written notice from NeuStar; or

iv. Registrant sublicenses, subdelegates, or transfers the use of its Registered Names to a third party without prior written consent of NeuStar.

c. Effect of Termination. Upon termination or discontinuance of this Agreement for any reason, NeuStar may delete the Registrant's Domain Name, in accordance with NeuStar's then-current policies and procedures.

6. **Name Servers.** You agree to maintain a minimum of two operational name servers for the specified Registered Name(s).

7. **.US Policy Requirements.** Registrant shall comply with the following policies adopted by NeuStar:

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. Those policies in RFC 1480 applicable to .us domain name registrants, 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; and

e. Registration Review Policy (April 22, 2002) (<http://www.nic.us/policies/index.html>).

8. DOC Requirements. The United States Department of Commerce (“DOC”) may modify NeuStar’s obligations at any time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies the DOC may impose.

9. Accuracy of Registration Data. Registrant hereby certifies that all Registration Data provided by Registrant in the domain name registration application is true, correct, up-to-date and complete. Registrant will maintain and update, by providing notice to NeuStar pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times. Registrant is required to provide the following Registration Data for each Registered Name: (i) the Registered Name(s); (ii) the Registrant’s 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, billing, and administrative contacts for that Registered Name (if different from the Registrant); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such Registered Name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the Registered Name (as reflected in the usTLD database); and (vii) the expiration date (if any) of the Registered Name. A Registrant's willful or negligent provision of inaccurate or unreliable such Registration Data, and/or its willful or negligent failure promptly to update such Registration Data provided to NeuStar shall constitute a material breach of this Agreement and shall serve as a basis for cancellation of that registration.

10. NeuStar’s Disclosure Of Registration Data / WHOIS. In order for us to comply with the current rules and policies for the usTLD, you hereby grant to NeuStar the right to disclose Registration Data to third parties through an interactive publicly accessible registration database known as the “WHOIS Database,” currently located at <http://www.whois.us>. You also grant to NeuStar the right to make such Registration Data 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.

11. Government Use of Information. Registrant understands and agrees 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 information provided by Registrant to NeuStar. For purposes of this Section 11, “information” shall mean all Registration Data and any recorded information, including without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

12. Privacy. Subject to the provisions in Section 10 and 11 above, all information

collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Statement (http://www.nic.us/policies/docs/us_privacy.pdf). This policy is available, as modified from time-to-time, at www.neustar.us .

13. Exclusive Remedy. REGISTRANT AGREES THAT NEUSTAR'S ENTIRE LIABILITY, AND REGISTRANT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL NEUSTAR, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NEUSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, NEUSTAR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. NeuStar and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God or other events or circumstances not reasonably under NeuStar's control; (4) loss or liability resulting from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or NeuStar's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, NeuStar's processing of any authorized modification to Registrant's domain name record; or (9) loss or liability as a result of the application of NeuStar's dispute policy or policies of NeuStar.

14. Registrant Representations. The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 7 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (v) Registrant agrees to comply with all applicable U.S. laws, U.S. regulations, and policies of NeuStar as updated from time-to-time on the usTLD website.

15. Registry Disclaimer of Warranties. REGISTRANT AGREES THAT THE USE OF THE SERVICE OR NEUSTAR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. NEUSTAR AND ITS LICENSORS 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. NEITHER NEUSTAR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES NEUSTAR OR ITS LICENSORS 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 THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

16. Indemnity.

a. Registrant shall indemnify, defend and hold harmless NeuStar, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

b. Registrant agrees to release, indemnify, defend and hold harmless NeuStar, (including in NeuStar's capacities as the usTLD Administrator or as Delegated Manager for the Registered Name(s) , and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of NeuStar's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including, without limitation, infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of NeuStar's operating rules or policies relating to the Service provided, or (e) any information Registrant supplied to NeuStar, including, without limitation, any misrepresentation in its application, if applicable. When NeuStar is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify NeuStar. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. NeuStar shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of NeuStar's choice at its own expense. NeuStar shall reasonably cooperate in the defense at Registrant's request and expense.

Registrant shall have sole responsibility to defend NeuStar against any claim, but Registrant must receive NeuStar's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

17. Modification to the Agreement. Except as otherwise provided herein, Registrant agrees that NeuStar may: (1) revise this Agreement ; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Agreement or change to the Service on NeuStar's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review NeuStar's Web sites, including the current version of this Agreement available on NeuStar's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Agreement, it may terminate its registration by so notifying NeuStar. Notice of termination will be effective on receipt and processing by NeuStar. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.

18. Agents. Registrant agrees that, if any of its agents, (*e.g.*, its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

19. Reservation of Rights. NeuStar reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of NeuStar; (2) to comply with any applicable laws, government rules, or requirements, requests of law enforcement, or with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of NeuStar as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this Agreement; or (5) to correct mistakes made by NeuStar in connection with a Registered Name. NeuStar also reserve the right to freeze a domain name during resolution of a dispute.

20. Notices and Announcements. Registrant authorizes NeuStar to notify Registrant, as NeuStar's customer, of information that NeuStar deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as

updated by Registrant pursuant to this Agreement). Either party may change its respective address by written notice delivered to the other party.

21. **Severability.** Registrant agrees that the terms and provisions of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of the Agreement. The Agreement will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.

22. **Governing Law.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

23. **Waiver.** No waiver of any term or provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of NeuStar. The remedies of NeuStar under this Agreement shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any term or provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

24. **Entire Agreement.** Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and NeuStar regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

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.US Locality Space Registrant

Signature: _____

Print Name: _____

Title: _____

Name of Company (if applicable): _____

Date: _____

NeuStar, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

**EXHIBIT A TO THE
.US LOCALITY DOMAIN NAME REGISTRATION
TERMS AND CONDITIONS**

Contact Information

Contact Information

Registrant

Name: _____
Address: _____
Address (con't) _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

Billing Contact (if different than Registrant)

Name: _____
Address: _____
Address (con't) _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

Administrative Contact (If different than Registrant)

Name: _____
Address: _____
Address (con't) _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

Technical Contact (if different than Registrant)

Name: _____
Address: _____
Address (con't) _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

List of Registered Names
