

Agreement

This Agreement is made as of 15 January 2005 ("**Effective Date**") between:

- (1) **UNIDT B.V.** with offices at Haaksbergweg 41, 1101 BR Amsterdam, the Netherlands, registered in the Chamber of Commerce of the Netherlands with number 34107219, represented by its president Mr. M. van Veluw ("**UNIDT**"); and
- (2) **Public-Root Limited**, a company registered in England and Wales with offices at 80 Sidney Street, Folkestone, Kent, CT196HQ, United Kingdom, represented by Ing. H.J. Xennt, for itself and on behalf of all the Root-Operators ("**Public-Root**").

Background

- A. Public-Root is a not-for-profit, independent, international federation of affiliated root-operators each of which are independent organizations, incorporated in their own countries and controlled by their own board of directors ("**Root-Operators**").
- B. Public-Root offers global DNS support to the public internet and resolves all existing Top Level Domains (TLDs) including all generic TLDs (gTLDs), Country Code TLDs (ccTLDs) and all Public TLDs (pTLDs) and Restricted TLDs (rTLDs).
- C. Public-Root now desires to set up global sales management of pTLDs and rTLDs (collectively TLDs) and wishes to appoint UNIDT to market and sell TLD registrations and renewals to registrants on a global basis and UNIDT has agreed to accept such appointment in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

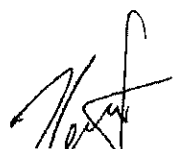
- I. **Exclusive Rights**
 - 1.1 Public-Root grants to UNIDT worldwide exclusive rights to market and sell applications for and renewals of TLD registrations from registrants (collectively, "**TLD Registrations**").
 - 1.2 The rights granted to UNIDT under Clause 1.1 above are personal and may not be assigned or otherwise transferred to any third party without the prior written consent of Public-Root, such consent not to be unreasonably withheld or delayed.
 - 1.3 Notwithstanding Clause 1.2 above, UNIDT will be fully entitled to appoint agents to market and/or sell TLD registrations in any country to partners of its choice, provided in each case, that UNIDT is and remains for the period of the contract in control of the partner, where "**Control**" means in relation to an entity, any person's or any other entity's (a) ownership, directly or indirectly, of equity, securities entitling it to exercise and aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise. UNIDT will be responsible for the acts and omissions of its agents.

2. UNIDT's Responsibilities

- 2.1 UNIDT will serve as each registrant's customer service representative with respect to the registrant's TLD registration.
- 2.2.1 UNIDT guarantees that the TLD registration fee offered to registrants will be \$1000 and the renewal fee will be \$250 unless otherwise agreed in writing by Public-Root.
- 2.2.2 UNIDT will only submit TLD requests to the council after received payments by the customer.
- 2.3 UNIDT will be solely responsible for all risks and expenses incurred in connection with its activities under this Agreement, and will act in all respects on its own account.
- 2.4 UNIDT will solicit the sale of TLD Registrations and carry out all its duties under this Agreement in accordance with the terms and conditions of this Agreement with all due and proper diligence and care (acting in good faith).
- 2.5 UNIDT will comply with all laws and regulations for the time being in force that affect in any way UNIDT's activities pursuant to this Agreement.
- 2.6 UNIDT will not without Public-Root's prior express written approval, incur any liabilities on behalf of Public-Root, nor pledge the credit of Public-Root, nor make any representations, nor give any warranties on behalf of Public-Root. UNIDT has no authority to, and will not take part, in any dispute, or institute, or defend any proceedings, or settle or attempt to settle, or make any admissions, concerning any dispute proceedings, or other claims relating to TLD registrations, or any contract concerning the TLD registrations or related to the affairs of Public-Root generally. UNIDT will immediately inform Public-Root of any of the foregoing and will act in relation thereto only upon and in accordance with the instructions of Public-Root.
- 2.7 UNIDT will take care and will procure that registrants will agree to be bound by the Public-Root Terms and Conditions and the Registration Agreement copies provided by Public-Root. UNIDT will provide registrants with these documents for means of reviewing and accepting these documents.
- 2.8 UNIDT will not make any changes in Public-Root's root zone file or root servers.

3. Public Root's Responsibilities

- 3.1 Public-Root will promptly update its online databases with all existing and requested TLDs.
- 3.2 UNIDT will process registrations and renewals of TLDs that have been requested by UNIDT, provided that final acceptance of all registrations and renewals will be made by a third party ("The INAIC Council") in its sole discretion.
- 3.3 Public-Root will add all TLDs that have been approved by the INAIC Council to the Public-Root, root zone, within 30 days after approval by INAIC.
- 3.4 Public-Root will not add any other TLDs from another root to the Public-Root root zone unless approved in writing by UNIDT. In the event of a dispute, the INAIC Council will make the final decision whether the TLD will be added.
- 3.5 Public-Root will not add any other TLDs to the Public-Root root zone except as stated in Clauses 3.3 and 3.4 above.
- 3.6 Public-Root guarantees that the availability of the Root will be at least 99.98 % on 7 by 24 basis in each calendar month.



- 3.7 Public-Root will keep its root servers fully operational and will maintain and update its root servers in accordance to be able to guarantee the service levels as set out in Clause 3.6 above.

4. Fees and Payment

- 4.1 Public-Root will receive a one-time fee of US\$500 for each registered TLD and US\$50 for each renewal unless otherwise agreed in writing by Public-Root. Each fee only becomes payable after UNIDT has received the registration or renewal fee (as the case may be) from the registrant and (in the case of registrations) the TLD has been accepted by the INAIC Council. For the avoidance of doubt, no fees will be payable for any existing top level domains registered by Public-Root or any third party from another root in Public-Root's root zone.
- 4.2 All fees due by UNIDT to Public-Root will be paid monthly and will be due 30 days after the date of receipt of an invoice from Public-Root.
- 4.3 UNIDT will send to Public-Root by email within 7 days of the end of each month, a list of all TLD registrations and all renewals.
- 4.4 All fees will be invoiced in US dollars and paid in US dollars into Public-Root's designated bank account notified to UNIDT.

5. Term and Termination

- 5.1 This Agreement will commence on the Effective Date and will continue for a period of 60 months unless terminated earlier in accordance with this Agreement (the "Term"). Thereafter, this Agreement will automatically renew for successive 12-month terms unless terminated in writing by either party at least 30 days prior to the end of the Term or any renewal date.
- 5.2 Public-Root will be entitled to terminate this Agreement by giving UNIDT at least 30 days prior written notice if for whatever reason except Public Root's breach of this Agreement or an event beyond UNIDT's reasonable control, UNIDT sells less than 30 TLDs per month in any continuous period of 3 months.
- 5.3 Either party may terminate this Agreement if (a) the other party has materially breached this Agreement and failed to cure such breach (if it is capable of remedy) within 30 days written notice thereof or (b) the other party has been for more than 30 days the subject of any voluntary or involuntary proceeding relating to bankruptcy, insolvency, liquidation, receivership, composition of or assignment for the benefit of creditors.
- 5.4 In the event of the termination of this Agreement, and from the effective date thereof, if UNIDT receives a request for TLD registration or renewal or other inquiry or communication from a registrant, UNIDT will direct the registrant to contact Public-Root or its agent directly.
- 5.5 Each party's further rights and obligations shall cease immediately on termination of this Agreement but termination shall not affect (a) a party's rights and obligations accrued as at termination; and (b) any provision of this Agreement expressed to survive its termination.
- 5.6 On termination of this Agreement for whatever reason, each party will immediately return to the other party any and all property of whatever kind and nature provided under this Agreement and belonging to the other party.



6. Confidentiality

- 6.1 In this Clause 6, "**Confidential Information**" means the contents of this Agreement and all information disclosed (whether in writing, or verbalize, whether direct or indirect) by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") whether before or after the Effective Date, including, without limitation, information relating to the Disclosing Party's products and services, operations, customers and prospects, know-how, design rights, trade secrets, market opportunities and/or business affairs.
- 6.2 During this Agreement and after termination or expiry of this Agreement for any reason the Receiving Party:-
- 6.2.1 may not use Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement;
 - 6.2.2 may not disclose Confidential Information to any third party unless otherwise agreed in writing by the Disclosing Party; and
 - 6.2.3 shall use its best endeavours to prevent the unauthorised use or disclosure of Confidential Information.
- 6.3 The restrictions imposed by Clause 6.2 shall not apply to the disclosure of Confidential Information:-
- 6.3.1 which is now in, or hereafter comes into the public domain otherwise than by the Receiving Party's breach of this Agreement;
 - 6.3.2 which is required by law to be disclosed to any person who is authorised by law to receive the same;
 - 6.3.3 to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the Receiving party is a party in a case where such disclosure is required by such proceedings.
- 6.4 Where the Receiving Party is required to disclose any Confidential Information pursuant to Clause 6.3, it shall give as much advance notice thereof to the Disclosing Party as is reasonably practicable and shall use its reasonable endeavours to limit the extent of any such disclosure.

7. Limitation of Liability

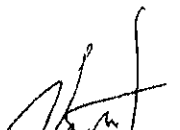
Under no circumstances will either party be liable for any indirect, special or consequential damages (including, but not limited to, loss of revenue or anticipated profits or loss of business), whether arising from a breach of this Agreement, the other party's negligence, or any other liability which may arise this in relation to this Agreement.

8. Costs

Each party will be responsible for its own costs and expenses, directly or indirectly related to this Agreement.

9. General

- 9.1 This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all previous agreements and understandings with respect thereto.



- 9.2 The provisions of Clauses 6, 7 and 9 will survive the termination or expiry of this Agreement.
- 9.3 No failure or omission by either party to carry out any obligation under this Agreement shall give the other party a claim against such party, or be deemed a breach of this Agreement, if and to the extent that such failure or omission arises from an event outside its reasonable control.
- 9.4 No failure or delay of either party in exercising any right or remedy under this Agreement (and no course of dealing between the parties) shall operate as a waiver of any such right or remedy.
- 9.5 If any part of this Agreement is found invalid or unenforceable, that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain fully in force.
- 9.6 Notices will be deemed given when (a) delivered personally; (b) sent by confirmed facsimile; (c) sent by commercial overnight courier with written verification or receipt; or (d) sent by registered or certified post, postage pre-paid. All communication shall be sent to the receiving party's registered office or any other address that the receiving party may have provided for the purposes of notice.
- 9.7 There is no relationship of partnership, joint venture or employment between the parties.
- 9.8 The provisions of this Agreement are solely for the benefit of the parties. No other person, including invitees, members of the general public and other third parties are intended to have nor shall have any rights whatsoever under this Agreement, whether for injury, loss or damage to persons or property, or for economic loss, damage or injury.
- 9.9 This Agreement is governed by, and will be construed in accordance with the law of the Netherlands and the parties submit to the exclusive jurisdiction of the courts of the Hague.

Signed for and on behalf of UNIDT

Signed for and on behalf of Public-Root

By:-

By:- ING - H. J. XENNT

Name:- Marty van Ueluw

Name:-

Title:- General Manager

Title:- CEO

Date:- 15 Jan 2005

Date:- 15-01-2005

