



**Naming and Directory Services**  
**21345 Ridgetop Circle**  
**Dulles, VA 20166-6503 U.S.A.**  
**PHONE: 703.948.3200 FAX: 703. 421.5828.**

## **Name Store Merchant Agreement**

---

This Name Store Merchant Agreement (the “Agreement”) is dated as of \_\_\_\_\_ (“Effective Date”) by and between VeriSign Naming and Directory Services, Inc., a Delaware Corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, Virginia 20166 (“VeriSign”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, with its principal place of business located at \_\_\_\_\_ (“Merchant”). VeriSign and Merchant may be referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, VeriSign is the leading provider of domain name registry services and Domain Name System (DNS) support to the Internet. The division maintains the definitive directory of over 28 million .com and .net Web addresses and is responsible for the infrastructure that propagates this information throughout the Internet and responds to over 6.5 billion DNS look-ups daily.

**WHEREAS**, VeriSign’s Name Store Program is designed to deliver various competitively priced products and services through a single interface so that registrars or other providers have the ability to offer a wide range of naming products and services within a single integrated framework.

**WHEREAS**, Merchant desires to buy and sell Name Store Services.

**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, VeriSign and Merchant, intending to be legally bound, hereby agree as follows:

### 1. **DEFINITIONS**

- 1.1 **“Name Store Service(s)”** refers to those services that Merchant is authorized to resell pursuant to the terms of this Agreement, as reflected in and subject to one or more Activation Agreements that may be signed by Merchant under the Name Store Program.
- 1.2 **“Name Store Software”** means the set of software and specifications comprising the application programming interface required to access the Name Store System, including any updates or redesigns thereof.
- 1.3 **“Name Store System”** refers individually and collectively to all of the databases, servers, software, protocols, specifications, templates, documents, rules and

methodologies that comprise the system developed by VeriSign to perform any of the services described herein.

- 1.4 **“VeriSign”** means, with respect to any obligations of VeriSign, Inc. under the terms of this Agreement, the VeriSign Naming and Directory Services division of VeriSign, Inc. and does not include any other subsidiary, Merchant or business unit of VeriSign, Inc.

## 2. NAME STORE PROGRAM

- 2.1 **Appointment.** Subject to the terms and conditions of this Agreement, VeriSign hereby appoints Merchant as an authorized Merchant of Name Store Services to promote, solicit and procure Name Store Service subscriptions for subscribers. Subject to and in accordance with the terms of this Agreement, VeriSign hereby grants to Merchant, during the term of this Agreement, a non-exclusive, non-transferable license, with the limited right to sublicense only in accordance with this Section, to market Name Store Services and solicit such subscriptions from customers. Merchant may grant agents (“Second-Tier Merchants”) the right to sublicense the marketing and solicitation rights granted herein to permit them to market and sell Name Store Services to their customers, provided such Second-Tier Merchants enter into a legally binding agreement with Merchant which is no less protective of VeriSign than this Agreement and which incorporates the requirements contained herein applicable to Merchant. Merchant and its Second-Tier Merchants will use commercially reasonable efforts to promote, solicit and procure subscriptions for Name Store Services and will do so in a competent and professional manner that reflects favorably on VeriSign, the Name Store Services, and the goodwill and reputation of VeriSign.
- 2.2 **Service Activation.** Subject to the terms and conditions hereof, Merchant may, at any time and from time to time during the term of this Agreement, begin to offer specific Name Store Services upon executing an Activation Agreement for such service in the form prescribed by VeriSign. Upon acceptance by VeriSign, each such Activation Agreement shall constitute a separate agreement and except for any provisions herein which are specifically excluded or modified in such Activation Agreement, shall incorporate therein all of the terms and conditions of this Agreement. With regard to the Name Store Services, if any terms and conditions of an Activation Agreement conflict with any provisions set forth in this Agreement, the terms and conditions of the applicable Activation Agreement shall take precedence.
- 2.3 **Modifications Responsibility.** VeriSign reserves the right to modify the terms of this Agreement or any Activation Agreement upon thirty (30) days notice to Merchant. Merchant’s continued use of the Name Store Services after such notice shall be deemed an acceptance of the modification.
- 2.4 **Merchant Responsibility for Customer Support.** Merchant shall be solely responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept and maintain customer orders.
- 2.5 **Service Data.** Merchant agrees to provide VeriSign all data necessary to provide Name Store Services. Merchant shall own all such data and hereby grants VeriSign a non-exclusive, non-transferable, limited license to use the data submitted under this Agreement solely for the purposes of: (a) fulfilling its obligations and exercising its rights under this Agreement; (b) aggregating such data for VeriSign’s internal business purposes; (c) improving the Name Store Service; and (d) producing reports based on aggregated data. VeriSign may sublicense such data to third party domain name

registries and others to the extent necessary to fulfill its obligations or exercise its rights under this Agreement. For the avoidance of doubt, VeriSign has no right to sell, rent or repackage the licensed data or to use such data for purposes of developing new products or services or making commercial solicitations to Merchant's customers, except that nothing herein shall be construed to prohibit or impair VeriSign's right to use any data derived from sources other than Merchant.

- 2.6 **Secure Connection.** Merchant agrees to develop and employ in its business all necessary technology and restrictions to ensure that its connection to the Name Store System is secure which shall include, but not be limited to, a digital secured server certificate issued by a certification authority. Merchant is solely responsible for maintaining the confidentiality of any password or other secure access authorization. All data exchanged between Merchant's system and the Name Store System shall be protected to avoid unintended disclosure of information. Merchant agrees to notify VeriSign within four hours of learning that its Merchant password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.
- 2.7 **Suspension of Name Store System Access.** Merchant agrees that in the event of significant degradation of the Name Store System or other emergency, VeriSign, may, in its sole discretion, temporarily suspend access to the Name Store System without notice to Merchant. VeriSign may also suspend access to the Name Store System for any other reason by providing Merchant with reasonable notice.
- 2.8 **Uniform Policies.** Merchant will adhere to all Uniform Policies relating to Name Store Services that are currently in effect (which Uniform Policies may be attached where applicable), or subsequently promulgated by VeriSign. In the event that VeriSign revises a Uniform Policy or promulgates an additional Uniform Policy, VeriSign will provide Merchant with reasonable advance written notice of the revised or additional Uniform Policies. If any such Uniform Policies are unacceptable to Merchant, Merchant may terminate this Agreement by providing written notice of termination within fifteen (15) days of receiving notice of the Uniform Policy ("15-Day Notice Period"). Merchant's continued use of the Name Store Services after the 15-Day Notice Period shall be deemed an acceptance of the modification.

### 3. INTELLECTUAL PROPERTY OWNERSHIP & LICENSE

- 3.1 **Ownership of Name Store System and Software.** As between VeriSign and Merchant, VeriSign will retain all right, title and interest in the Name Store System and the Name Store Software and all copyrights, trademarks, trade secrets, patents or any other intellectual and industrial property and proprietary rights therein. Merchant will not, and will not authorize any third party to (a) create derivative works of, adapt, alter or, in any way, modify the Name Store Software without the prior written consent of VeriSign unless otherwise expressly stated in this Agreement, or (b) translate, decompile, disassemble, reverse compile, reverse engineer or decode the Name Store Software or in any other manner reduce the Name Store Software to human perceivable form. VeriSign hereby reserves all rights in the Name Store System and the Name Store Software not expressly granted to Merchant in this Agreement.
- 3.2 **License.** VeriSign grants to Merchant and Merchant accepts a limited, non-exclusive, non-transferable, royalty free license to access and use for the term of and solely for the purposes of this Agreement the Name Store System and the Name Store software.

- 3.3 **Changes to Name Store System and Name Store Software.** VeriSign may, from time to time, modify or upgrade the Name Store System or Name Store Software to enhance the functionality or otherwise improve the system or software. VeriSign will provide Merchant with at least thirty (30) days notice prior to the implementation of any material changes to the Name Store System or Name Store Software.
- 3.4 **Other Intellectual Property Rights.** Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in and to and each Party shall continue to independently own its intellectual property and proprietary information.

#### 4. SUPPORT SERVICES

- 4.1 **Engineering Support.** VeriSign agrees to provide Merchant with engineering telephone support during normal business hours in the Eastern time zone to address engineering issues arising in connection with Merchants' use of the Name Store System.
- 4.2 **Merchant Service Support.** During the Term of this Agreement, VeriSign will provide reasonable telephone and email customer service support to Merchant, for non-technical issues solely relating to the Name Store System and its operation. VeriSign will provide Merchant with first-level telephone support on a 7-day/24-hour basis. VeriSign will provide a web-based customer service capability which shall be the primary method of customer service support to Merchant.

#### 5. FEES

- 5.1 **Fees.** Merchant agrees to pay VeriSign in accordance with the fee schedule set forth in the applicable Activation Agreement. Such fees shall be non-refundable unless otherwise expressly provided in the applicable Activation Agreement. The payment of fees by Merchant to VeriSign or its designated agent or representative is not subject to or contingent upon Merchant's collection of the service fees it charges to subscribers, if any.
- 5.2 **Taxes.** Merchant agrees to pay directly or by reimbursement all value-added taxes, sales, use, GST and excise Taxes and other similar Taxes lawfully levied by a duly authorized taxing authority against or upon the Name Store Services ("Taxes"). In no event shall Merchant be responsible for franchise, privilege, *ad valorem*, occupational or employment withholding taxes or taxes based upon the net income or assets of VeriSign. All payments due to either Party shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum payable by a Party in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, the other Party receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. .

#### 6. CONFIDENTIALITY

- 6.1 **Confidential Information.** "Confidential Information" means any confidential, trade secret or proprietary information (which may be business, financial or technical information) disclosed by one Party to the other under this Agreement that is marked

confidential or if disclosed orally designated as confidential at the time of disclosure and subsequently confirmed as confidential in a writing within thirty (30) days of oral disclosure. All source code and the terms of this Agreement will be considered Confidential Information.

- 6.2 **Confidentiality Obligations.** Each Party (i) shall not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement and for purposes of performing this Agreement, and (ii) shall take reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- 6.3 **Limitations of Confidentiality.** The Obligations set forth in Section 6.2 (“Confidentiality Obligations”) above do not apply to information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation or (iii) the receiving Party knew prior to receiving such information from the disclosing Party or develops independently without access or reference to the Confidential Information.
- 6.4 **Exceptions to Confidentiality.** Notwithstanding the Obligations set forth in Section 6.2 (“Confidentiality Obligations”) above, each Party may disclose Confidential Information of the other Party (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law but only after alerting the other Party of such disclosure requirement or (ii) on a “need-to-know” basis under an obligation of confidentiality substantially similar in all material respects to those confidentiality obligations in this Section 6 to its legal counsel, accountants, contractors, consultants, banks and other financing sources.
- 6.5 **Return of Confidential Information.** Upon the expiration or termination of this Agreement, each Party will, upon the written request of the other Party, return or destroy (at the option of the Party receiving the request) all Confidential Information, documents, manuals and other materials specified by the other Party.

## 7. TERM AND TERMINATION

- 7.1 **Term of the Agreement.** This Agreement shall commence on the Effective Date, and shall continue in effect unless and until terminated in accordance with the terms hereof. In the event this Agreement is terminated prior to all Name Store Services being completed under any Activation Agreement, the terms of this Agreement and the applicable Activation Agreement will continue to apply with respect to such services only until the completion thereof.
- 7.2 **Termination For Cause.** In the event that either Party materially breaches any term of this Agreement or any Activation Agreement, including any of the representations and warranties hereunder or thereunder, and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement or the relevant Activation Agreement as of the date specified in such notice of termination.
- 7.3 **Termination in the Event of Termination of Agreement with Registry.** In the event that the agreement between VeriSign and a Registry for a ccTLD or any other supplier of Name Store Services is terminated, VeriSign may, upon thirty (30) days notice to

- Merchant, terminate any Name Store Activation Agreement for which such Registry or third party supplier is responsible.
- 7.4 **Early Termination.** Either Party may terminate this Agreement and/or any Activation Agreements for convenience upon not less than sixty (60) days prior written notice to the other Party.
- 7.5 **Termination in the Event of Bankruptcy.** Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.
- 7.6 **Effect of Termination.** Upon the effective date of the termination, each Party shall return Confidential Information belonging to the other Party as per section 6.5 above. Within thirty (30) calendar days after the termination or cancellation of this Agreement, each Party will certify in writing to the other that all such materials have been either returned or destroyed in accordance with the terms of this Agreement.
- 7.7 **Survival.** In the event of termination of this Agreement, the following shall survive: Sections 1, 3.1, 5, 6, 7, 8, 9.7, 9.8, and 9.13. Any payment obligation incurred by Merchant under this Merchant Agreement or under any Activation Agreement shall survive termination. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

## 8. INDEMNIFICATION

- 8.1 **Merchant's Indemnification.** Merchant, at its own expense and within thirty (30) days of presentation of a demand by VeriSign under this paragraph, will indemnify, defend and hold harmless VeriSign and its suppliers, vendors and subcontractors, and, if applicable, any ccTLD registry operators providing services hereunder or under any Activation Agreement, and their respective employees, directors, officers, representatives, agents, and assigns ("VeriSign Affected Parties"), from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses arising from any claim, suit, action, or other proceeding brought by a third party against a VeriSign Affected Party relating to: (i) any product or service of Merchant related to the Name Store Services; (ii) any agreement between any Registrant and Merchant; (iii) Merchant's domain name registration business, including, but not limited to, Merchant's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; (iv) Merchant's breach of its warranties, representations and obligations under this Merchant Agreement or under any Activation Agreement; (v) a violation of any of VeriSign's operating rules or policies relating to the service(s) provided under this Merchant Agreement or under any Activation Agreement; (vi) any information or data Merchant supplies to VeriSign; or (vii) the use of any services supplied under any Activation Agreement, including without limitation intellectual property infringement or dilution by Merchant or a Registrant; provided, however, that in any such case: (a) the VeriSign Affected Party provides Merchant with reasonable notice of any such claim, and (b) upon Merchant's written request, the VeriSign Affected Party will provide to Merchant all available information and assistance reasonably necessary for Merchant to defend such claim, provided that Merchant reimburses the VeriSign Affected Party for its actual and reasonable costs.

Merchant will not enter into any settlement or compromise of any such indemnifiable claim without the VeriSign Affected Party's prior written consent, which consent shall not be unreasonably withheld. Merchant will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the VeriSign Affected Party in connection with or arising from any such indemnifiable claim, suit, action or proceeding. In addition, Merchant, and any of its Second-Tier Merchants, partners or agents, shall require each of its subscribers to indemnify, defend and hold harmless VeriSign and its employees, directors, officers, representatives, agents and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Name Store Services

- 8.2 **VeriSign's Indemnification.** VeriSign, at its own expense and within thirty (30) days of presentation of a demand by Merchant under this paragraph, will indemnify, defend and hold harmless Merchant and its employees, directors, officers, representatives, agents, and assigns ("Merchant Affected Parties"), from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses arising from any claim, suit, action, or other proceeding brought by a third party against a Merchant Affected Party relating to: (i) any product or service of VeriSign related to the Name Store Services; (ii) VeriSign's domain name registration business, including, but not limited to, VeriSign's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; or (iii) VeriSign's breach of its warranties, representations and obligations under this Merchant Agreement or under any Activation Agreement; provided, however, that in any such case: (a) the Merchant Affected Party provides VeriSign with reasonable notice of any such claim, and (b) upon VeriSign's written request, the Merchant Affected Party will provide to VeriSign all available information and assistance reasonably necessary for VeriSign to defend such claim, provided that VeriSign reimburses the Merchant Affected Party for its actual and reasonable costs. VeriSign will not enter into any settlement or compromise of any such indemnifiable claim without the Merchant Affected Party's prior written consent, which consent shall not be unreasonably withheld. VeriSign will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Merchant Affected Party in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

## 9. MISCELLANEOUS

- 9.1 **Assignment.** Neither Party may assign or delegate this Agreement or any of its licenses, rights or duties under this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, except in the case of a sale or other transfer of substantially all such Party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Notwithstanding the foregoing, either Party may assign any portion of this Agreement and delegate any of its obligations hereunder to any of its direct or indirect subsidiaries or parent. Upon any attempted prohibited assignment or delegation, this Agreement will automatically terminate. Subject to the terms of this Section, this Agreement will inure to the benefit of each Party's successors and permitted assigns.

- 9.2 **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Except as otherwise expressly provided herein or in any Activation Agreement, neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Except as otherwise expressly provided herein, each Party shall bear its own costs and expenses in performing this Agreement. No person or entity other than the Parties will have any right to enforce or seek enforcement of this Agreement.
- 9.3 **Non-Disparagement.** Prior to providing the other Party notice of terminating this Agreement in accordance with the terms hereof or of the notified Party's breach of this Agreement, neither Party will disparage the other Party or the other Party's trademarks, web sites, products or services, or display any such items in a derogatory or negative manner on any web site or in any public forum or press release.
- 9.4 **Publicity.** Neither Party shall issue a press release or otherwise advertise, make a public statement, or disclose to any third party information pertaining to the relationship arising under this Agreement, the existence or terms of this Agreement, the underlying transactions between VeriSign and Merchant, or referring to the other Party in relation to this Agreement without the other Party's prior written approval.
- 9.5 **Intellectual Property.** Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in and to and each Party shall continue to independently own its intellectual Property and proprietary information.
- 9.6 **Mutual Representations.** Each of the Parties hereby represents and warrants to the other Party that: (a) it has all requisite corporate power to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of each Party, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (c) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; and (d) it is a corporation in good standing in its jurisdiction of incorporation (as stated above).
- 9.7 **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF INCOME, PROFIT, OR SAVINGS OF ANY PARTY, INCLUDING THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE, CONTRACT, EQUITY, INTENDED CONDUCT, TORT, OR OTHERWISE), ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES ACKNOWLEDGE THAT THE CONSIDERATION AGREED UPON BY THE PARTIES IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF VERISIGN RELATING TO THIS AGREEMENT EXCEED THE SUM OF THE AMOUNTS PAID TO VERISIGN HEREUNDER DURING THE MOST RECENT THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

- 9.8 **Disclaimer of Warranty.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY SERVICES OR MATERIALS PROVIDED BY VERISIGN PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS,” WITH “ALL FAULTS” AND “AS AVAILABLE,” AND VERISIGN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS, DISTRIBUTORS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY OR EFFECTIVENESS OF ANY SERVICES OR MATERIALS PROVIDED HEREUNDER OR THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR FREE OR THAT DEFECTS HAVE BEEN OR WILL BE CORRECTED, OR THAT SUCH SERVICES OR MATERIALS WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, VERISIGN DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (EXCEPT FOR CLAIMS ARISING UNDER SECTION 8.1 AND 8.2).
- 9.9 **Notices.** Any notice which either Party may desire or may be required to give to the other Party will be in writing, addressed to the Party at its address set forth below or at such other place as such Party may have designated to the other Party by notice in writing in accordance herewith, and will be deemed given on the earlier of: (i) actual receipt, if and when personally delivered; (ii) the day after being placed for delivery, if sent by a nationally recognized overnight courier; (iii) when sent by confirmed facsimile transmission with a copy delivered by another means specified in this Section; or (iv) on the third (3rd) business day after being deposited in the United States registered or certified mail, postage prepaid, return receipt requested:

**Notice Address for Merchant:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*With a required copy to:*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Notice Address for VeriSign:**

VeriSign Naming and Directory Services  
 21345 Ridgetop Circle  
 Dulles, Virginia 20166  
 Attn: General Manager

*With a required copy to:*

VeriSign, Inc.  
 21355 Ridgetop Circle  
 Dulles, Virginia 20166  
 Attn: Legal Department

- 9.10 **Legal Compliance; Conduct of Business.** The Parties will comply with all applicable laws in connection with its performance under this Agreement. Merchant specifically agrees to adhere to all applicable laws, regulations and rules relating to the export of technical data and will not export or re-export any technical data, any products received from VeriSign or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.
- 9.11 **Force Majeure.** Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to any causes or conditions which are beyond such Party’s

- reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.
- 9.12 **Records.** Each Party shall keep, on a continuing basis during the term of this Agreement and for three (3) years thereafter, full and accurate accounting and sales books and records in accordance with generally accepted methods of accounting for all transactions covered by this Agreement.
- 9.13 **Governing Law; Jurisdiction; Attorney's Fees.** The Parties agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. For all disputes concerning or arising from this Agreement, the Parties submit to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division. If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, then jurisdiction shall be in the Circuit Court of Fairfax County, Fairfax, Virginia. If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).
- 9.14 **Further Assurances.** Each Party will take such action (including, without limitation, the execution, acknowledgment and delivery of documents) as may be reasonably requested by the other Party for the implementation or continuing performance of this Agreement.
- 9.15 **Inconsistent Obligations.** Merchant shall not enter into any agreement or obligation which is inconsistent with the terms and conditions of this Agreement or which would prevent it from carrying out any of its obligations hereunder and refrain from granting any rights to any third party or taking any other actions which are inconsistent with or which may tend to derogate from or interfere with the rights granted to VeriSign under this Agreement.
- 9.16 **Modification and Waiver.** Except as otherwise expressly provided herein, no amendment, waiver or any other change in any term or condition of this Agreement will be valid or binding unless mutually agreed to in writing by both Parties. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof. The failure of a Party to enforce any provision of this Agreement, or to require performance by the other Party, will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter. Either Party may modify its contact information by providing notice to the other in accordance with the terms hereof.
- 9.17 **Agreement Negotiated.** The Parties are sophisticated and have consulted legal counsel with respect to this transaction and therefore waive the application or effects of any presumptions of any statutory or common law rule relating to the interpretation of contracts against the drafter of any particular clause.
- 9.18 **Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. The Parties shall negotiate in good faith an enforceable substitute

provision that most nearly achieves the intent and economic effect of such invalid or unenforceable provision.

- 9.19 **Entire Agreement.** The terms and conditions of this Agreement, including all exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof.
- 9.20 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which taken together shall constitute a single instrument.

**[Remainder of Page Intentionally Left Blank]**



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

**Merchant Name:**

**VeriSign Naming and Directory Services, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_