

## REGISTRY SERVICES AGREEMENT

This Registry Services Agreement ("Agreement") is made and entered into as of the 29<sup>th</sup> day of March, 2007 by and between DotAsia Organisation Limited, a company limited by guarantee formed under the laws of Hong Kong, with its principal offices at Unit 617, Miramar Tower, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong Special Administrative Region, the PRC ("DotAsia") and Afilias Limited, an Irish limited company, with its world headquarters at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, Ireland ("Afilias").

**WHEREAS**, DotAsia is a party to a contract with the Internet Corporation for Assigned Names and Numbers ("ICANN") whereby DotAsia is authorized to act as Registry Operator for the .ASIA Internet top-level domain (the "TLD");

**WHEREAS**, DotAsia and Afilias are parties to a binding letter of intent, dated 23 July 2004, pursuant to which Afilias has agreed to provide back-end services in support of the operation of the TLD (the "LOI");

**WHEREAS**, DotAsia and Afilias desire to set forth in full the terms and conditions pursuant to which Afilias will act in such role as back-end registry services provider for the TLD.

**NOW THEREFORE**, in consideration of the agreements, covenants and conditions set forth herein, intending to be legally bound, the parties hereto agree as follows:

### **I. Definitions**

Whenever used in this Agreement, the following terms will have the meanings set forth below. Capitalized terms used in the Exhibits to this Agreement and not otherwise defined below shall have the meanings set forth in such Exhibits.

- 1.1 "Authorized Registrars" shall mean Internet domain name registrars that are (i) authorized by DotAsia to register domain names in the TLD and (ii) have successfully passed all required technical OT&E testing administered by Afilias.
- 1.2 "Commencement of Open Registration Date" shall be defined as the date, subsequent to the TLD Startup Period, upon which the registry first accepts open registrations of domain names in the TLD in a commercial environment.
- 1.3 "DNS" means the Internet domain name system.
- 1.4 "ICANN" shall mean the Internet Corporation for Assigned Names and Numbers, its successors and assigns.
- 1.5 "ICANN Registry Agreement" shall mean the Registry Agreement for the operation of the registry for the TLD between ICANN and DotAsia, as it may be amended, restated, replaced or substituted from time to time.
- 1.6 "Intellectual Property" shall mean (a) trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, together with goodwill, registrations and applications relating to the foregoing; (b) patents and patent applications (c) copyrights (including registrations and applications for any of the foregoing); (d) software in source and object code form; and (e) confidential information

(including the source code), technology, know-how, inventions, processes, formulae, algorithms, models (including but not limited to business models) and methodologies.

- 1.7 "OT&E Start Up Date" shall mean the date upon which the Registry Database and Registry Services are available to Authorized Registrars for testing.
- 1.8 "Registrar Agreement" shall mean an agreement between DotAsia and an Authorized Registrar relating to the domain name registration services within the TLD, as amended from time to time.
- 1.9 "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the TLD 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.
- 1.10 "Registry Data" shall mean all data maintained in electronic form in the Registry Database, and shall include all data submitted by Authorized Registrars in electronic form, and all other data concerning particular registrations or nameservers regarding the TLD that is maintained in electronic form in the Registry Database.
- 1.11 "Registry Services" shall mean the services to be performed by Afilias relating to the operation of the Registry Database and the Registry System as set forth in this Agreement, as amended from time to time.
- 1.12 "Registry System" means the system operated by Afilias for the provision of Registry Services.
- 1.13 "Service Level Requirements" shall mean the service level standards for the provision of the Registry Services as set forth in Appendix B hereto.
- 1.14 "Software" shall mean the computer programs, including any and all software implementations of algorithms, models and methodologies, databases and compilations, including any and all data and collections of data, all documentation, including user manuals and training materials, related to any of the foregoing, owned, licensed, created or developed by Afilias, its subsidiaries, affiliates and/or associates and used to provide the Registry Services.
- 1.15 "Specifications" shall mean the specifications for the Registry Database and Registry Services as set forth in Appendix A hereto. In the event that the Specifications and Service Level Requirements have not been agreed upon as of the date of this Agreement, then the parties agree to negotiate in good faith to complete such provisions within sixty (60) days (or such longer period if agreed by the parties) following the date of this Agreement. In the event that the parties fail to agree upon the Specifications and the Service Level Requirements within such period, then this Agreement shall be considered null and void, and the LOI shall be reconstituted as the complete agreement between the parties with respect to the subject matter thereof.
- 1.16 "Term" shall have the meaning set forth in Section 7.1.
- 1.17 "TLD Startup Date" shall mean the date on which TLD Startup Period commences.
- 1.18 "TLD Startup Period" shall mean the period prior to the Commencement of Open Registration Date during which pre-steady state registrations are accepted in the TLD, such as a sunrise period and similar registration periods, all as set forth in detail in the Specifications.

## II. Registry Services

- 2.1 Registry Services. DotAsia hereby appoints Afilias as its exclusive provider for the provision of Registry Services, and Afilias hereby accepts such appointment.
- (a) Commencing on the OT&E Start Up Date, Afilias shall provide the Registry Services for online technical testing (OT&E) by DotAsia and its proposed Authorized Registrar(s).
  - (b) Commencing on the TLD Startup Date, Afilias shall provide the Registry Services in accordance with the specifications for the TLD Startup Period as set forth in Appendix A.
  - (c) Commencing on the Commencement of Open Registration Date, and continuing at all subsequent times throughout the Term of this Agreement, Afilias shall provide the Registry Services in accordance with the Specifications and the Service Level Requirements.
- 2.2 Reporting. Afilias shall prepare reports required by the ICANN Registry Agreement and deliver them to DotAsia no later than 3 days before the submission to ICANN is due. In addition, Afilias shall prepare such other reasonable reports, including such non-ICANN related reports, as may be agreed from time to time. It is understood that numerous non-ICANN related reports might be required and defined on an ad-hoc basis during the TLD Startup period.
- 2.3 Technical and Customer Support for Registrars. During the Term, Afilias shall provide technical, engineering and customer support to Authorized Registrars as specified in Appendix C hereto.
- 2.4 Escrow. Afilias shall perform all data deposits and other technical activities required of DotAsia under the escrow agreement provisions of the ICANN Registry Agreement as of the date hereof.
- 2.5 Future Related Registry Services. For the provision of any future related registry services, it may be agreed upon by the parties via industry standard project change request methods or other methods to be agreed and specified in this Agreement; provided, however, that with respect to future core registry services, Afilias shall have the exclusive right to provide such services if such services are inseparable from the core registry services (for example, IDN registry services, registry gateway services, registry specific domain tasting and traffic-based services) as anticipated in the LOI.
- 2.6 Preferred Vendor. Afilias shall be the preferred vendor to DotAsia during the Term of this Agreement to provide technology, programming and related services with respect to the TLD. Such services include but are not limited to:
- i) Registrar Gateway Services;
  - ii) Domain Name Auction Services;
  - iii) Premium Domain Name Services; and
  - iv) Drop Zone and similar deleted domain name services.

- 2.7 Liaison to Board of Directors. During the Term of this Agreement, Afilias may from time to time appoint an individual to act as a liaison to the DotAsia Board of Directors ("Liaison"). Such appointment must be approved by DotAsia, for which approval should not be unreasonably withheld. Such Liaison shall have no voting power. The DotAsia Board of Directors shall have the power to preclude such Liaison from attending specific meetings of the Board, or to leave a meeting of the Board, in the event the DotAsia Board of Directors determines that the presence of the Liaison at such meeting would be inappropriate.
- 2.8 Business Plan Back-Up. Afilias agrees that, if asked by DotAsia, it will take over operation of the TLD in the event that the circumstances as anticipated and described by the LOI become materialized. In such event, DotAsia shall make all commercially reasonable efforts to cooperate with Afilias and ICANN to facilitate prompt and smooth transition of the DotAsia functions as requested by ICANN.

### **III. Enhancements and Derivative Works; New Registry Services**

- 3.1 Enhancement requests by DotAsia. Subject to Section 3.3, in the event that DotAsia requests any enhancement, variation, derivative work or modification of the Registry Database, Registry Services, Software or Specifications during the Term of this Agreement, such requests shall be presented in writing to Afilias in the form of a Project Change Request ("PCR") in the form attached hereto as Appendix D. Further, in the event an enhancement, variation, derivative work or modification of the Registry Database, Registry Services, Software or Specifications becomes necessary or advisable in the opinion of a party to preserve the stability and security of the Registry System, or the ability of the Registry System to operate in compliance with the Specifications and Service Level Requirements as a result of market or other external forces (a "System Requirement"), either party may initiate a PCR process with respect thereto. The PCR will describe at a reasonable level of detail the change, the rationale for the change, and the impact the change may have on the Specification if it is accepted and if it is rejected, and fees to be charged by Afilias as a result of such change, if applicable. Neither party shall be under any obligation with respect to such request unless and until both parties shall agree in writing to the enhancement, variation, derivative work or modification as set forth on the PCR, provided, however, that the failure of the parties to agree to commercially reasonable terms in the event of a System Requirement shall preclude Afilias from being held liable for any consequences of failing to make such change, unless the reason for the failure to agree was due to the failure of Afilias to negotiate in good faith or to agree to commercially reasonable terms for such change.
- 3.2 New Services. Subject to Section 3.3, any new services to be offered by Afilias with respect to the TLD must be agreed upon in writing by DotAsia and Afilias.
- 3.3 ICANN Instituted Changes. Notwithstanding the provisions of Sections 3.1 and 3.2 above, in the event that ICANN requires any change to the Specifications, Service Level Requirements or any other aspect of the Registry Services as authorized under the ICANN Registry Agreement ("ICANN Instituted Changes"), Afilias shall use commercially reasonable efforts to implement such changes within any timeframes established by ICANN. No fees shall be charged to DotAsia for such technical development and implementation except to the extent that the ICANN Instituted Change is specific to the TLD, and only to the extent necessary to cover extraordinary expenses incurred by Afilias due to such ICANN Instituted Change based on commercially reasonable rates. In the event that Afilias' operating or other expenses increase as a result of any ICANN Instituted Change, Afilias will be compensated by DotAsia for such increased expenses,

which may be reflected as a reasonable profit sharing of any additional revenue to DotAsia as agreed between DotAsia and Afilias.

#### **IV. Data Ownership and Maintenance**

- 4.1 Ownership of Registry Data. As between DotAsia and Afilias, DotAsia shall have title to or superior rights in all Registry Data received by DotAsia or Afilias in connection with the operation of the Registry Database and the performance of the Registry Services. Afilias hereby disclaims any ownership interest in the Registry Data. Afilias may not disclose any Registry Data contrary to the terms and conditions of this Agreement without the written consent of DotAsia.
- 4.2 Maintenance of Registry Data. Afilias shall maintain all data received from DotAsia, Authorized Registrars, or domain name registrants in accordance with the Specifications and Service Level Requirements. DotAsia shall cooperate with Afilias in all respects in its efforts to comply with the foregoing obligation.

#### **V. Price; Payment Mechanism**

- 5.1 Service Fees. DotAsia shall pay Afilias fees, in advance, in accordance with invoices described in Section 5.5, in respect of Registry Services provided pursuant to the provisions of Appendix E hereto (the "Service Fees").
- 5.2 Fees for Other Registry Services. Afilias may provide such additional services to DotAsia related to the TLD or the Registry System as agreed between the parties from time to time, including without limitation services provided pursuant to section 3.1 or 3.2 above, or which may be offered pursuant to section 3.3 above. All fees due to Afilias in consideration of such services shall be included in the definition of Service Fees.
- 5.3 ICANN Fees. Any fees payable to ICANN on account of the operation of the Registry Database and provision of Registry Services shall be paid by DotAsia.
- 5.4 Reporting. Afilias shall provide DotAsia, no later than twenty-five (25) days following the end of each calendar month, with reports of domain name transactions processed by Afilias for the TLD during the previous month. Such reports shall include: (a) the domain name registered; (b) the identity of the Authorized Registrar that transmitted the registration; (c) the term of the registration; and (d) such other elements as agreed by DotAsia and Afilias.
- 5.5 Invoices; Payments. Afilias shall invoice DotAsia each month for all Service Fees incurred during the previous month. DotAsia shall remit to Afilias all payments due under such invoices within forty-five (45) days following the end of the calendar month for which such invoices pertain to, or twenty (20) days after receipt of the relevant invoice, whichever is later.
- 5.6 Registrar Accreditation. DotAsia agrees to promptly accredit as an Authorized Registrar ICANN-accredited registrars that are also active registrars in any TLD operated by Afilias, upon the valid request of any such registrar, subject to the approval of such registrar's application by DotAsia.
- 5.7 Master Registrar Account Program. DotAsia agrees to act in good faith to explore the cooperation with Afilias with respect to the establishment of multiple-registry master

registration accounts for registrars if and when Afilias decides to implement such a program.

## **VI. Intellectual Property**

- 6.1 Ownership. Afilias shall own or maintain license rights in and to all Intellectual Property embodied in the Software, and in any enhancement, variation, derivative work or modification of the Software developed pursuant to this Agreement, unless such enhancement, variation, derivative work or modification involves Intellectual Property developed exclusively by DotAsia. DotAsia shall own or maintain all Intellectual Property of the .ASIA TLD registry developed independent of Afilias.
- 6.2 License to DotAsia. During the Term, Afilias hereby grants to DotAsia a non-exclusive, worldwide, royalty-free license, with the right to grant sublicenses to Registrars, to use, copy, distribute and transmit such elements of the Software as are reasonably necessary to permit DotAsia to fulfill its obligations under each Registrar Agreement. DotAsia shall obtain the prior written approval of Afilias prior to any other sublicense or disclosure of the Software to any third party, which approval may not be unreasonably withheld by Afilias.
- 6.3 No implied rights or licenses. Nothing in this Agreement shall be interpreted as granting either party any other rights or licenses except as expressly agreed hereunder.

## **VII. Term & Termination**

- 7.1 Term. This Agreement shall commence on the date hereof and shall continue, unless terminated earlier pursuant to the terms hereof, as long as DotAsia (and/or its successors and permitted assigns) acts as ICANN's (or its successors, designees or assigns) designated sponsor or operator of the Registry (the "Term").
- 7.2 Termination on Default. Either party shall have a right to terminate this Agreement immediately upon written notice if a Default (as hereinafter defined) by the other party has occurred and is continuing.
- 7.3 Definition of Default. Subject to the provisions of Section 11.4, a "**Default**" on the part of a party hereto shall be deemed to have occurred if such party materially breaches any of its obligations hereunder and such breach continues for a period of (i) in the event of a payment default, sixty (60) days, or (ii) in the event of a default not related to payment, ninety (90) days (or such longer period as commercially reasonable if required under the circumstances), following receipt of written notice of such breach from the non-breaching party.
- 7.4 Termination for Bankruptcy. Either party may terminate this Agreement upon written notice if one or more of the following conditions has occurred at the time notice of termination is given (a) a receiver, trustee, administrator, or administrative receiver is appointed for such party or its property; (b) such party makes an assignment for the benefit of creditors; (c) any proceedings are commenced against such party under any bankruptcy, insolvency, or debtor's relief law and such proceedings are not vacated or set aside within ninety (90) days from the date of commencement thereof; or (d) such party is liquidated or dissolved.

- 7.5 Survival. The respective rights and obligations of the parties under the provisions of Articles 5.1, 5.2, 5.3, 5.5, 6 (excluding the license grant in section 6.2), 7, 8, 9, 10 and 11 shall survive the expiration or termination of this Agreement.

#### **VIII. Representations and Warranties; Covenants**

- 8.1 Representations and Warranties of Afilias. Afilias represents, warrants and covenants that: (a) it is an Irish company limited by shares duly formed and validly existing under the laws of Ireland; (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (c) the execution, performance and delivery of this Agreement has been duly authorized by Afilias; (d) its performance of its obligations under this Agreement will not conflict with its obligations under any agreement, covenant, indenture or other instrument to which it is a party, any court or administrative order to which it is subject, or any law or regulation governing its business or affairs; and (e) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Afilias in order for it to enter into and perform its obligations under this Agreement.
- 8.2 Representations and Warranties of DotAsia. DotAsia represents, warrants and covenants that: (a) it is a limited-by-guarantee corporation duly formed and validly existing under the laws of Hong Kong Special Administrative Region, the PRC ("Hong Kong"); (b) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; (c) the execution, performance and delivery of this Agreement has been duly authorized by the board of directors of DotAsia; (d) its performance of its obligations under this Agreement will not conflict with its obligations under any agreement, covenant, indenture or other instrument to which it is a party, any court or administrative order to which it is subject, or any law or regulation governing its business or affairs; and (e) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by DotAsia in order for it to enter into and perform its obligations under this Agreement

#### **IX. Indemnification**

##### **9.1 Indemnification.**

- i) Afilias shall indemnify, defend and hold harmless DotAsia, its subsidiaries and affiliates, and the respective directors, officers, agents, employees, successors and assigns of each of them, from any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses, penalties (including reasonable attorney fees and expenses) arising from any breach by Afilias of any of its representations, warranties, covenants, obligations under this Agreement.
- ii) DotAsia shall indemnify, defend and hold harmless Afilias, its subsidiaries and affiliates, and the respective directors, officers, agents, employees, successors and assigns of each of them, from any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorney fees and expenses) arising from any breach by DotAsia of any of its representations, warranties, covenants or obligations under this Agreement.

##### **9.2 Indemnification Procedure.**

- (a) With respect to any indemnity sought pursuant to Section 9.1 above, the party seeking indemnification ("Indemnitee") shall promptly notify the party from whom

indemnification is sought ("Indemnitor") in writing of any claim for indemnification.

- (b) Indemnitee shall tender sole defense and control of such claim to Indemnitor. Indemnitee shall, if requested by Indemnitor, give reasonable assistance to Indemnitor in defense of any claim, and Indemnitor shall reimburse Indemnitee for any reasonable legal expenses directly incurred from providing such assistance, as such expenses are incurred.
- (c) Indemnitor shall have the right to consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim with the prior written consent of Indemnitee, which consent shall not be unreasonably withheld; provided that Indemnitee may withhold its consent if any such judgment or settlement imposes any unreimbursed monetary or continuing non-monetary obligation on Indemnitee or does not include an unconditional release of Indemnitee from all liability in respect of claims that are the subject matter of the indemnified claim.

9.3 Agreements with Registrars. DotAsia shall include in all contracts between DotAsia and Authorized Registrars an obligation on the part of such Authorized Registrars that (i) they indemnify, defend and hold harmless Afiliias, its subsidiaries and affiliates, to the same extent as they indemnify, defend and hold harmless DotAsia and (ii) that they require each registrant of a domain name registered under the TLD to indemnify, defend and hold harmless Afiliias, its subsidiaries and affiliates, to the same extent that such registrants indemnify, defend and hold harmless DotAsia.

9.4 Affiliate. For purposes of this Section 9, "affiliate" means an entity controlling, controlled by or under common control with another entity.

## **X. Confidentiality.**

10.1 Confidential Information. "Confidential Information" means non-public information that a party hereto (the "Disclosing Party") discloses to the other party (the "Receiving Party") which the Disclosing Party designates as being proprietary and/or confidential or which, due to the nature of such information or the circumstances under which it is disclosed to the Receiving Party, ought to be treated as confidential, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications; provided that information shall not be considered Confidential Information of a Disclosing Party if it can be shown that such information: (a) is known to the Receiving Party on the date of disclosure directly or indirectly from a source other than the Disclosing Party or one having an obligation of confidentiality to the Disclosing Party; (b) hereafter becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the Receiving Party; or (d) was independently developed by the Receiving Party without use of Confidential Information of the Disclosing Party. Confidential Information may be disclosed to a legal, judicial or governmental entity provided that the Disclosing Party has been given notice by the Receiving Party so that the Disclosing Party can seek a protective order or the appropriate protection for the Confidential Information.

10.2 Protection of Confidential Information. For a period ending three (3) years after the expiration of the Term, a party receiving any Confidential Information of the other party (a) will strictly maintain the confidential status of such Confidential Information, including implementing reasonable physical security measures and operating procedures; (b) will not use any such Confidential Information for any purpose other than the purposes for



which it was originally disclosed to the Receiving Party; and (c) will not disclose any of such Confidential Information to any third party without the written consent of the Disclosing Party.

- 10.3 Permitted Disclosure. The Parties acknowledge and agree that each may disclose any given Confidential Information: (a) as required by law or generally accepted accounting practices; and (b) to their respective directors, officers, employees, attorneys, accountants and other advisors or independent contractors, who are under an obligation of confidentiality no less stringent than set forth herein, on a “need-to-know” basis. In each such case, the Party disclosing the Confidential Information as described in this Section 10.3 will advise the receiving party of the confidential nature of the Confidential Information.

## XI. Miscellaneous

- 11.1 Conduct. The parties to this Agreement shall perform their obligations at all times in accordance with all applicable laws and regulations.
- 11.2 Remedies. Each of the parties acknowledges that, in the event of any breach of this Agreement by such party, the other party may be irreparably and immediately harmed and may not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled, a party shall be entitled to seek an injunction to prevent breaches of, and to compel specific performance of, this Agreement. The remedies set forth herein are not exclusive.
- 11.3 No Third Party Beneficiaries; Relationship of the Parties. This Agreement does not provide and will not be construed to provide third parties, including any registrar or registrant, with any remedy, claim, cause of action or privilege. Nothing in this Agreement will be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.
- 11.4 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented, restricted, or interfered with by reason of acts of God, acts of a governmental authority, riot, revolution, fires, or war, communications delay, or other cause beyond the reasonable control of the parties hereto (“Force Majeure”), the party so affected will be excused from such performance during period that the Force Majeure prevents, restricts or interferes with such performance, or until the earlier removal of such Force Majeure, provided that the party so affected will use its best efforts to avoid or remove such causes of non-performance as soon as possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 11.5 Amendment in Writing. No alteration, waiver, cancellation, or any other change or modification in any term or condition of this Agreement will be valid or binding on either party unless made in writing and signed by duly authorized representatives of both parties.
- 11.6 Choice of Law and Jurisdiction. Except as provided in paragraph 1 of Appendix E to the Agreement (i) this Agreement is to be construed in accordance with and governed by the laws of Hong Kong SAR, the People’s Republic of China (“Hong Kong”) and (ii) the parties submit to the non-exclusive jurisdiction of the Hong Kong courts and each party waives any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

- 11.7 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement will be in writing and will be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by fax during business hours) to the address or fax number set forth beneath the name of such party below, unless party has given a notice of a change of address in writing:

if to Afilias:

Afilias Limited  
Office 110  
52 Broomhill Road  
Tallaght Road  
Dublin 24  
Ireland  
Attn: CEO  
Facsimile: +353-1-431-0557  
E-mail: hlubsen@afilias.info

With a copy to:

Afilias Limited  
c/o Afilias USA, Inc.  
Building 3, Suite 105  
300 Welsh Road  
Horsham, PA 19044  
Attn: Legal Dept.  
Facsimile: +1-215-706-5701  
E-mail: legal@afilias.info

if to DotAsia:

DotAsia Organisation Ltd.  
Unit 617, Miramar Tower,  
132 Nathan Road,  
Tsim Sha Tsui, Kowloon,  
Hong Kong  
Facsimile:  
Email: edmon@dotasia.org

With a copy to:

- 11.8 Assignment. Except as otherwise expressly provided herein, the provisions of this Agreement will inure to the benefit of and be binding upon, the successors and permitted assigns of the parties hereto. Neither party may assign this agreement in whole or in part without the prior written consent of the other party.
- 11.9 Subcontracting. Afilias reserves the right to develop and deploy its obligations contracted herein internally, or to outsource management and performance of these obligations to

one or more parties, which may include subsidiaries and affiliates of Afilias, as well as third party subcontractors. Regardless of subcontracting arrangements, Afilias shall at all times remain responsible to DotAsia to perform its obligations hereunder.

- 11.10 Delays or Omissions; 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, will 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 will preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party will 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 will not be applicable or have any effect except in the specific instance in which it is given.
- 11.11 Entire Agreement. This Agreement and the Appendices hereto constitutes the entire agreement between the parties concerning the subject matter hereof 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.
- 11.12 Severability. If any provision of this Agreement will be held to be illegal, invalid or unenforceable, each party agrees that such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
- 11.13 Counterparts. This Agreement may be executed in two or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement as of the date first above written.

**DotAsia**

By: 

Edmon Chung, CEO

**Afilias Limited**

By: 

Hal Lubsen, CEO

APPENDIX A  
TO  
REGISTRY SERVICES AGREEMENT

Specifications

APPENDIX B  
TO  
REGISTRY SERVICES AGREEMENT

Service Level Agreement

APPENDIX C  
TO  
REGISTRY SERVICES AGREEMENT

Technical and Customer Support

APPENDIX D  
TO  
REGISTRY SERVICES AGREEMENT

Form of PCR

**Project Change Request Form**

Requestor:	Importance	Critical Important	<input type="checkbox"/>	Essential Nice to have	<input type="checkbox"/>
Project Name	Project Manager:				
Request Description					
Attached Documents?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	<input type="checkbox"/>

<b><u>Impact Analysis</u></b>					
Deliverables Impacted:			How Impacted:		
Attached Documents?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	<input type="checkbox"/>

<b>Recommendation:</b>

Approvals:
------------

\_\_\_\_\_  
{Name}

APPENDIX E  
TO  
REGISTRY SERVICES AGREEMENT

Service Fees

1. Registration Fees.

(a) Subject to adjustment per paragraph 1(d) below, DotAsia shall pay Afilias, at the rate of \$4.00 USD per domain year registered in the TLD pursuant to this Agreement (the "Per Domain Year Fee"); provided, however, that there shall be no charge to DotAsia with respect to domain name registrations for which (i) DotAsia has not charged and has not been paid a fee and (ii) the associated domain name is not in the DNS zone file and does not resolve in response to DNS queries ("Reserved Names"), subject to the Reserved Name Cap (as defined in paragraph (1)(b) below). The list of Reserved Names may be modified by DotAsia on a quarterly basis, or more frequently with respect to a new ccTLD that joins DotAsia as a member, by providing at least 30 days prior written notice to Afilias. Further, charges to DotAsia for IDN names shall vary according to relevant guidelines and policies required by ICANN, if any.

(b) The number of Reserved Names that shall be permitted at any time (the "Reserved Name Cap") shall be determined by a formula, as follows:  $(m+1)*n$ , where m equals the number of ccTLD members of DotAsia at that time and n equals 7,000.

(c) The Reserved Name Cap shall not apply with respect to Reserved Names that are variants of Internationalized Domain Names (IDNs) registered in the Registry, according to prevailing relevant IDN standards.

(d) Upon the date that is five (5) years following the effective date of this Agreement (the "Five-Year Review Date"), the Per Domain Year Fee to be in effect for the following five (5) year period shall be determined per the following schedule:

<u>.ASIA Domains Under Management</u>	<u>Per Domain Year Fee</u>
0 to 1000,000	US\$4.00
1,000,001 to 2,500,000	US\$3.85
2,500,001 to 5,000,000	US\$3.75
5,000,001 to 10,000,000	US\$3.50
Greater than 10,000,000	US\$3.25

Provided, however, that the Per Domain Year Fees set forth in the above pricing schedule shall be reviewed at the Five-Year Review Date, and at each subsequent fifth anniversary date of this Agreement that is not also a Ten-Year Review Date (as defined below), and shall be adjusted if mutually agreed between the parties. If the parties cannot agree on such adjustments at such time, then the schedule shall remain unchanged and this Agreement shall continue in full force and effect.

Provided, further, that on the tenth anniversary of the date of this Agreement, and on each subsequent tenth anniversary date thereafter (each a "Ten-Year Review Date"), the parties will review the above-stated pricing schedule, and such schedule shall be



adjusted if mutually agreed by the parties. If the parties are not able to agree on the pricing schedule at any such Ten-Year Review Date, then the parties agree to submit the matter of pricing to binding arbitration as follows

- (i) The arbitration shall be conducted 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 London, England. There shall be three arbitrators: each party shall choose one arbitrator and the two arbitrators so chosen shall appoint a third arbitrator, or, if the two arbitrators selected by the parties are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The decision of a majority of the arbitrators shall constitute the decision of the panel, which decision shall be binding on the parties. The parties shall bear the costs of the arbitration in equal shares, provided that each party shall bear the costs associated with its own agents and experts.
- (ii) In making its determination as to any adjustments to the pricing schedule, the arbitration panel shall take into consideration, among other things, (i) the then-current and anticipated costs (capital and operating) of Afilias in providing the services under the terms of this Agreement as well as the reasonable profit expectations of Afilias, (ii) the prevailing economic conditions within the domain registration and registry services market, especially for gTLDs, and (iii) the economic conditions for DotAsia and its ability to satisfy the requirements of its contract with ICANN and its obligations to the community.

2. Restore Fees.

For each Redemption Grace Period Restore transaction performed by Afilias, DotAsia shall pay Afilias a fee of fifty percent (50%) of the RGP fee collected by DotAsia.

3. Other Services.

With respect to other additional services as may be provided hereunder, as specified in a relevant PCR, Afilias shall be paid a percentage of DotAsia's associated gross revenue as and when realized by DotAsia, unless otherwise specified in such PCR, so long as such services are provided by Afilias to DotAsia. The particular percentage shall be mutually agreed between Afilias and DotAsia per the terms of the PCR.