

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is entered into by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“ICANN”) and _____
(the “Sponsor” and is effective from the date signed through the duration of the 2010 ICANN Meeting(s) selected in Exhibit A (“2010 Meeting Calendar”).

In consideration for the contribution of the Sponsor Fee described in Section I below payable with respect to each meeting selected on Exhibit A, for the promises set forth below, and for other valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. Sponsor Obligations.

A. Payment of Sponsor Fees. The Sponsor hereby agrees that the Sponsor will pay to ICANN the fee associated with the level of sponsorship selected in Exhibit A (“Sponsor Fee”) by the due date indicated thereon for each 2010 Meeting. In no event will ICANN refund any Sponsor Fee previously paid, regardless of any later decision by Sponsor not to participate in any meeting selected.

B. Production Timelines. In order for ICANN to fulfill all promotional benefits for Sponsor, Sponsor agrees to meet all of ICANN’s Conference-related media submission deadlines set forth in Exhibit A for the meeting(s) selected. In the event Sponsor’s materials are not submitted on a timely basis, Sponsor understands that ICANN cannot guarantee of these materials within the meeting program.

C. Trademark License. The Sponsor hereby grants to ICANN a nonexclusive, limited license to use the Sponsor’s trademark(s) identified on Exhibit C for the term of this Agreement for all purposes as it relates to each designated Meeting.

II. ICANN Obligations.

A. Performance. ICANN agrees for each meeting selected on Exhibit A to provide the support and services set forth in Exhibit B for the sponsorship level selected, subject to Sponsor’s timely submission of materials and payment as set forth on Exhibit A.

B. No Additional Benefits. Nothing in this Agreement shall be construed to grant to the Sponsor any benefits, present or future, other than those set forth in Exhibit B for the sponsorship level selected with respect to meetings designated on the 2010 Meeting Calendar.

III. General Provisions.

A. Assignment. This Agreement and all rights and duties under this Agreement are personal to the Sponsor and shall not be assigned. Any such assignment made in violation of this Agreement shall be null and void and of no force or effect. The Sponsor shall have rights hereunder to promotion of the name and entity (including any trade names) originally designated in this Agreement only.

B. Amendments. Any waiver, consent, modification or amendment(s) to this Agreement shall be in writing and executed by each party.

C. Notices/Administration. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile (provided such delivery is confirmed), or by a recognized overnight courier service or by certified or registered mail, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section, which may include an electronic mail address if explicitly designated by a party for the purpose of notices delivered under this Agreement, provided any notification by electronic mail (i) will only be effective if and when received by the other party and (ii) must also be concurrently sent to the other party in hard copy form via one of the other accepted forms of providing notice hereunder:

If to ICANN: Internet Corporation for Assigned Names and Numbers
 Attn: General Manager, Meetings and Conferences
 4676 Admiralty Way, Suite 330
 Marina del Rey, CA 90292
 USA

If to the Sponsor:

D. Applicable Law and Jurisdiction. The laws of the State of California, United States of America shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles, and the State of California shall be the exclusive jurisdiction for the resolution of any dispute(s) under this Agreement.

E. Soliciting. Sponsor is prohibited from distributing literature, souvenirs, or other items that are other than Sponsor's own materials, unless Sponsor has obtained ICANN's prior written approval. These prohibitions apply on site at the conference location before, after, or during conference hours. Canvassing in conference halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid Sponsor is strictly forbidden.

F. Reservation of Rights. ICANN reserves the right to reject a potential sponsor for any reason. All materials will be reviewed to ensure that they do not contain any content that could be viewed as disparaging to any group, organization, entity or person, or otherwise potentially cause harm to the reputation and good name of ICANN.

G. No Third Party Beneficiaries. No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this Agreement any rights, remedies, obligations, or liabilities.

H. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the parties with regard to the subject matter hereof.

I. Construction. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either of the parties. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement. This Agreement may be executed in two counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS

By: _____

By: _____

Name: Tanzanica S. King

Name:

Title: Information and Design Manager, Mtgs

Title:

Dated:

Dated:

Exhibit A
2010 Meetings Schedule

X ICANN 39 | CARTAGENA, COLOMBIA | 5-10 December 2010

- Gold** (USD \$25,000.) **Silver** (USD \$10,000.) **Bronze** (USD \$5,000.)
 Other (enter amount in USD)

| Important Deadlines and Details | Cartagena Deadlines |
|--|---------------------|
| ➤ Sponsorship Interest Form and Signed Sponsorship Agreement | 1 Nov 2010 |
| ➤ Total Sponsorship Fees Due | 8 Nov 2010 |
| ➤ Receipt of Sponsor's high-resolution logo (.eps or .ai format) | 1 Nov 2010 |
| ➤ Company profile text for the conference program (Platinum Sponsors Only. Limit of 200 words) | 1 Nov 2010 |
| ➤ Company profile text for the conference program (Gold Sponsors Only. Limit of 100 words) | 1 Nov 2010 |
| ➤ Registration materials RECEIVED at designated fulfillment location | 26 Nov 2010 |

Exhibit B

Sponsorship Levels

1. Platinum Sponsorship Level - \$50,000+ USD

- Company logo and link presented on the event web site
- Most prominent signage recognition in registration and common areas
- Full-page ad in the conference program with logo and company profile provided by the Sponsor (All artwork to be supplied by sponsor, deadlines apply.)
- Inclusion of up to five (5) printed materials and/or promotional items provided by the Sponsor in Registration Bags
- Logo on Gala-related documentation and/or invitations. **(Gala Sponsors Only)**
- Booth Exhibit space - choice of location based on sponsorship contract date
- Priority use of additional meeting space at the venue during the event **when possible**

2. Gold Sponsorship Level - \$25,000 USD

- Company logo and link presented on the event web site
- Prominent signage recognition in registration and common areas
- Half-page ad in the conference program with logo and company profile provided by the Sponsor (All artwork to be supplied by sponsor, deadlines apply.)
- Inclusion of up to four (4) printed materials and/or promotional items provided by the Sponsor in Registration Bags
- Booth Exhibit space - choice of location based on sponsorship contract date
- Use of additional meeting space at the venue during the event **when possible**

3. Silver Sponsorship Level - \$10,000 USD

- Company logo and link presented on the event web site
- Signage recognition in registration and common areas
- Logo recognition in the conference program
- Inclusion of up to three (3) printed materials and/or promotional items provided by the Sponsor in Registration Bags
- Booth Exhibit space - choice of location based on sponsorship contract date

4. Bronze Sponsorship Level - \$5,000 USD

- Company logo and link presented on the event web site
- Signage recognition in registration and common areas
- Inclusion of up to two (2) printed materials and/or promotional items provided by the Sponsor in Registration Bags

Note: ICANN may also accept sponsorship outside of the levels described above in the form of services and goods to help support the event. All sponsorships and exhibit opportunities are offered on a first-come, first-served basis. Booth spaces are assigned according to sponsorship level and date of signed contract.

Exhibit C
Sponsor's Trademarks and Trade Names

LOGO LICENSE APPENDIX

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and ("Sponsor") have entered into a Sponsorship Agreement ("Sponsorship Agreement"), of which this appendix ("Logo License Appendix") is a part. Definitions in the Sponsorship Agreement apply in this Logo License Appendix. Sponsor wishes to acquire from ICANN, and ICANN wishes to grant to Sponsor, a license to use the Official Sponsor of ICANN Meeting Logo ("Logo") for ICANN Meeting(s) selected in Exhibit A of the Sponsorship Agreement. Sponsor and ICANN hereby agree as follows:

LICENSE

1. Grant of License. ICANN grants to Sponsor a non-exclusive, worldwide right and license to use the Logo as designed for each ICANN meeting for a period of no longer than 90 days prior to the commencement of the relevant meeting through a period that cannot exceed 21 days after the close of the same meeting. The Sponsor may use the Logo solely in connection with the support and marketing of Sponsor's participation in the ICANN Meeting. Except as provided in this subsection, Sponsor shall not use the Logo, any term, phrase, or design which is confusingly similar to the Logo or any portion of the Logo in any manner whatsoever.
2. Ownership of Logo. Any and all rights in the Logo that may be acquired by Sponsor shall inure to the benefit of, and are hereby assigned to, ICANN. Sponsor shall not assert ownership of the Logo or any associated goodwill.
3. No Sublicense. Sponsor shall not sublicense any of its rights under this appendix to any other person or entity (including any of Sponsor's affiliated entities) without the prior written approval of ICANN. Sponsor shall not make the Logo available for use without a sublicense by any third party.

REGISTRATION AND ENFORCEMENT

1. Registration. Registration and any other form of protection for the Logo shall only be obtained by ICANN in its name and at its expense.
2. Enforcement. Sponsor shall protect the Logo to the same extent that Sponsor would protect its own intellectual property. Sponsor shall promptly notify ICANN of any actual or suspected infringement of the Logos by third parties, including Sponsor's affiliated entities. In the case Sponsor becomes aware of actual or suspected infringement of the Logo(s) by Sponsor's affiliated entities, Sponsor must immediately use its best efforts to stop such use. Except as otherwise stated herein, ICANN shall have the sole discretion to initiate and maintain any legal proceedings against such third parties; Sponsor shall not take any such actions without the prior written approval of ICANN; and ICANN shall retain any and all recoveries from such actions.
3. Further Assurances. Sponsor agrees to execute such other documents and to take all such actions as ICANN may request to effect the terms of this appendix.

TERM AND TERMINATION

This Logo License Appendix shall be effective from the date it is signed below by both parties until 21 days after the conclusion of the highest numbered ICANN meeting that Sponsor is sponsoring as set forth in the Sponsorship Agreement, unless this appendix or the Sponsorship Agreement is earlier terminated. Each party shall have the right to terminate this appendix at any time by giving the other party written notice. Upon expiration or termination of this appendix, Sponsor shall immediately discontinue all use of the Logo(s).

IN WITNESS WHEREOF, the parties have caused this Logo License Appendix to be executed by their duly authorized representatives.

ICANN

By: _____

By: _____

Name: Tanzania S. King

Name:

Title: Information and Design Manager, Mtgs

Title:

Dated:

Dated: