

Exhibit A: Registrar Toolkit

The Registrar Toolkit (RTK) is a software development kit that will support the development of a registrar software system for registering domain names within the .pro registry using the registry-registrar protocol (RRP) used in the .pro TLD registry. The RTK will consist of software and documentation as described below.

The software will consist of a working Java sample that can be used to implement the EPP

protocol that is used to communicate between the registry and Registrar. The samples will illustrate how XML requests (Registration Events) can be assembled and forwarded to the registry for processing. The software will provide the Registrar with the basis for a reference implementation that conforms to the RRP.

The documentation will provide the registrar with details of the RRP protocol specification. The documentation will also include a description of the API implemented within the RTK software.

The RTK will remain under continuous development and will provide support for additional features as they become available, as well as other platform and language support. Changes to the Registry System will be made in compliance with [Subsection 2.4](#) of this Agreement.

Registry Toolkit shall be subject to the license set forth in [Subsection 2.3](#) of this Agreement.

ADDITIONAL TOOLKITS

Verification Toolkit: Registry Operator may offer a toolkit service to Registrar, through which Registry Operator or a sub-contractor(s) will verify all the right of an applicant for a Registered Name to register in the .pro TLD.

Additional Toolkits: If Registry Operator offers additional Toolkits from time to time, they will be provided on a similar basis and subject to similar licensing provisions as [Subsection 2.3.2](#) of this Agreement.

Additional Policies. The Registry Operator toolkits are provided in addition to, and separate from, Registry Operator's policies and specifications for manual verifications that may be conducted by Registrar or competitive toolkits that may be used by Registrar to verify the qualifications of a .pro applicant.

Exhibit B: Engineering and Customer Service Support

Registry Operator will provide a wide range of customer service options to Registrars, including:

- Telephone and e-mail support for incidents requiring an interactive response from RegistryPro representatives.
- Web based tools allowing Registrars to obtain information about their accounts and diagnose problems they may be having with the Registry.
- Automatically generated reports.

These customer service options are intended to provide Registrars with responses to general inquiries relating to registry operations, technical support, account management, and billing and financial issues.

Each of these customer service options is described below.

Telephone and E-mail Support. Telephone and e-mail support will be provided to Registrars to allow them to inform the Registry of service-related issues and obtain information about the registry's operations or their accounts. Telephone and e-mail support services can be used to submit issues Registrars may have that cannot be addressed through other customer support avenues.

Registry Operator will provide telephone and e-mail support services for no less than eight hours per day, from 10:00 A.M. until 6:00 P.M. U.S. Eastern time Monday through Friday, excluding holidays.

Web Based Tools. Registry Operator will provide a variety of web-based tools to provide Registrars information about their accounts and diagnose problems they may be having with the Registry. Examples of the tools that will be provided include:

- Obtain information on account balances, payments received, and other billing-related information
- Generate reports in real-time, including:
 - History of transactions performed on an object within the registry
 - History of transactions performed within a specific date range
 - History of billing-related transactions performed within a specific date range
 - Identify all domain names sponsored by the requesting Registrar associated with a specified name server or contact

Automatically Generated Reports. Registry Operator will provide certain reports to all Registrars on a periodic basis. Examples of these reports include:

- All domains registered, renewed, or deleted within a specific time period by such Registrar
- All billable transactions performed within a specific time period by such Registrar
- All objects currently registered by such Registrar

Security of Customer Support. With the exception of certain simple questions that may be handled by telephone, all customer service requests will be authenticated prior to being acted upon. Each Registrar will designate certain individuals within its organization and specify the types of customer service operations it may authorize, according to Registry Operator's security policies. Requestors will be identified and authenticated through mechanisms that may include the use of passwords and call back numbers for telephone communications, the use of digital signatures for e-mail communications, or the use of passwords and IP address filters for web-based communications.

Average Call Back Times

When Registrar emails or faxes a service request to the Customer Support Center, Registry Operator will contact Registrar based on the initial incident priority.

| Priority | Call Back Time |
|----------|-----------------|
| 1 | 20 minutes |
| 2 | 1-business hour |
| 3 | 1-business day |
| 4 | 2-business days |

Average Resolution Time

Registry Operator's goal is to provide Registrars with a rapid response and resolution to inquiries, however the following guidelines may be useful:

| Priority | Average Resolution Time |
|----------|-------------------------|
| 1 | 2-business hours |
| 2 | 1-business day |
| 3 | 3-business days |
| 4 | 5-business days |

Ticket Prioritization

All incoming tickets will receive prioritization based on the reported problem. Registry Operator reserves the right to adjust the severity of an issue.

Priority 1. A priority 1 ticket is the highest priority within the Support Center system. The Center will make every reasonable effort within its control to ensure that Registrar is operational as soon as possible. Registry Operator will be in regular contact with Registrar until the problem is resolved. Typical Priority 1 issues include:

- System inoperative

Priority 2. Typically a Priority 2 ticket is for a problem that prevents the Registrar from completing non-registration business but does not cause Registrar's use of the registry to become completely inoperable. Registry Operator will make every reasonable effort to resolve the reported problem as soon as possible. Typical Priority 2 issues include:

- Domain-name resolution impacted
- Registration activities impaired
- Registrar access to Registry Services is limited
- Serious installation or upgrade issues (installation and upgrade issues may be considered Priority 1 issues if they seriously impact progress towards completion and/or production dates)

Priority 3. A Priority 3 ticket is for a problem that causes a feature or system failure that can be avoided by the Registrar applying alternative methods. Typical Priority 3 issues include the following:

- Reports will not run
- Performance problems
- Functionality issues
- Receiving error messages in the reports
- Receiving console error messages
- Exporting/importing data files failing
- Upgrade or installation planning

Priority 4. A Priority 4 ticket is for a minor problem having only a minimal impact on the Registrar's business. Typical Priority 4 issues include:

- General product questions
- Product shipment questions

Escalation

The Customer Support Center is committed to resolving all Registrar issues in a timely and efficient manner. However, in the event that Registrar is not satisfied with the support that Registry Operator is providing, there is an escalation process that Registrar may exercise.

If Registrar has not received satisfactory service from the Customer Support Center, escalate concerns through the following resources

1. Account Manager
2. Customer Support Center Director
3. Vice-President of Customer Service

Exhibit C: Registrar's Registration Agreement

[To be supplied by Registrar]

Exhibit D: Policy on Transfer of Sponsorship of Registrations Between Registrars

A. Holder-Authorized Transfers.

Registrar Requirements.

The registration agreement between Registrar and its Registered Name Holder shall include a provision explaining that a Registered Name Holder will be prohibited from changing its Registrar during the first 60 days after initial registration of the Registered Name with the Registrar. Beginning on the 61st day after the initial registration with Registrar, the procedures for change in sponsoring registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the registrar sponsoring the domain name registration.

A Registered Name Holder may only change its sponsoring registrar to a registrar accredited by ICANN for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement with Registry Operator ("Authorized Registrar"). For each instance where a Registered Name Holder wants to change its registrar for an existing Registered Name, the gaining Authorized Registrar shall:

1. Obtain express authorization from an individual who has the apparent authority to legally bind the Registered Name Holder (as reflected in the database of the losing Authorized Registrar).
 - a. The form of the authorization is at the discretion of each gaining Authorized Registrar.
 - b. The gaining Authorized Registrar shall retain a record of reliable evidence of the authorization.
2. In those instances when the Authorized Registrar of record is being changed simultaneously with a transfer of a Registered Name from one party to another, the gaining Authorized Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:
 - a. A bilateral agreement between the parties.
 - b. The final determination of a binding dispute resolution body.

c. A court order.

Before a Registered Name is transferred from one Registered Name Holder to another, the potential new Registered Name Holder must qualify for registration of the Registered Name according to the Registry Agreement (including its Appendices).

3. Request, by the transmission of a "transfer" command as specified in the RRP, that the registry database be changed to reflect the new Authorized Registrar.
 - a. Transmission of a "transfer" command constitutes a representation on the part of the gaining Authorized Registrar that:
 1. the requisite authorization has been obtained from the Registered Name Holder listed in the database of the losing registrar,
 2. the losing registrar will be provided with a copy of the authorization if and when requested, and
 3. the gaining new Registered Name Holder has been verified as eligible to registered in such PS-SLD.

In those instances when the Registrar of record denies the requested change of Registrar, the Registrar of record shall notify the prospective gaining Registrar that the request was denied and the reason for the denial.

Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to:

1. Situations described in the Domain Name Dispute Resolution Policy
2. A pending bankruptcy of the Registered Name Holder
3. Dispute over the identity of the Registered Name Holder
4. Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar

In all cases, the losing Registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."

Registry Requirements.

Upon receipt of the "transfer" command from the gaining Registrar, Registry Operator will transmit an e-mail notification to both registrars.

If the object does not have any of the CLIENT-NO-TRANSFER, LOCK, CLIENT-LOCK, HOLD, PENDING-VERIFICATION, or DELETE-PENDING status properties associated with it, Registry Operator shall complete the "transfer" if either:

1. the losing Registrar expressly "approves" the request, or
2. Registry Operator does not receive a response from the losing Registrar within five (5) days.

When the Registry's database has been updated to reflect the change to the gaining Registrar, Registry Operator will transmit an email notification to both Registrars.

Records of Registration.

Each Registered Name Holder shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of registrars with which the Registered Name Holder enters into a contract for registration services.

Effect on Term of Registration.

The completion by Registry Operator of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired Term of a registration exceed ten (10) years.

B. ICANN-Approved Transfers.

Transfer of the sponsorship of all the registrations sponsored by one Registrar as the result of acquisition of that Registrar or its assets by another Registrar may be made according to the following procedure:

- a. The gaining Registrar must be accredited by ICANN for the Registry TLD and must have in effect the Agreement with Registry Operator for the Registry TLD.
- b. ICANN must certify in writing to Registry Operator that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a Registrar.

Upon satisfaction of these two conditions, Registry Operator will make the necessary one-time changes in the registry database for no charge, for transfers involving 50,000 name registrations or fewer. If the transfer involves registrations of more than 50,000 names, Registry Operator will charge the gaining Registrar a one-time flat fee of US\$ 50,000.

Exhibit E: Registry Operator's Operational Standards, Policies, Procedures, and Practices

Registry Operator's Operational Standards, Policies, Procedures, and Practices set forth in this Exhibit E are subject to those set forth in the relevant Appendices to the Registry Agreement.

I. Cancellation of Registered Names. Registry Operator may transfer, modify, or cancel any Registered Name (i) for violations of this Agreement and its Exhibits or (ii) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration.

II. Registrar Compliance with .pro TLD Requirements. Registrar will comply with the restrictions, requirements, and policies in Appendices J, L, and M of the Registry Agreement.

III. Additional Requirements for Registration Agreement. In addition to requiring a registration agreement with the provisions described in [Subsection 3.4](#) of this Agreement, before the Registry Operator will accept applications for registration from Registrar, Registrar's registration agreement (see [Subsection 3.3](#) of this Agreement) with each Registered Name Holder must include, at a minimum, the following representations, warranties, agreements, and certifications by the Registered Name Holder:

- a. Represent and Warrant that the data provided in the domain name registration application is true, correct, up to date, and complete; The registrant will at all times during the term of its registration keep the information provided above up to date;
- b. Represent and warrant that the registration satisfies the applicable .pro restrictions at the time of registration;
- c. Represent and warrant that the registration satisfies the digital security requirements stated in Appendix 11 of the Registry Agreement;
- d. Agree to be subject to the Qualification Challenge Policy and the Uniform Domain Name Dispute Resolution Policy (the "UDRP");
- e. Agree not to make any representation to any person or entity that expressly or impliedly convey that the registration of the Registered Name in any way signifies or indicates that the Registered Name Holder possesses any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field;
- f. Certify that the Registered Name Holder has the authority to enter into the registration agreement;
- g. Agree to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to [Subsection 2.6](#) of this Agreement.

IV. Incorporation of .Pro Restrictions and Challenge Processes.

In addition, Registrar agrees to incorporate the following text (or translation of such text into relevant language) into its registration agreement:

"The Registered Name Holder acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement

1. The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>
2. (For registration agreements relating to Sunrise Registrations only:)The Sunrise Period Rules and Sunrise Dispute Resolution Policy, available at <http://www.registrypro.pro/sunrise.htm> and <http://www.icann.org/dndr/prosdrp/policy.htm>;
3. The Qualification Challenge Policy and Rules, available at <http://www.icann.org/dndr/proqcp/policy.htm> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;
4. The .pro TLD restriction requirements, available at <http://www.registrypro.pro/qualifications.htm>; and,
5. Procedures for any applicable Verification Toolkit.

"The Registered Name Holder represents and warrants that, at all times during the term of domain name registration, he, she, or it meets the .pro registration requirements set forth by Registry Operator for the registration of the Registered Name Holder's registration. The Registered Name Holder is required to provide prompt notice to Registrar if it fails to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to

Registered Name Holder, suspend, cancel or modify a Registered Name Holder's registration if, at any time, the Registered Name Holder fails to meet the registration requirements for such domain name."

The Registrar must require applicants for registration of Registered Names to provide evidence of qualification for a domain name in the .pro TLD. The Registrar must verify evidence of such qualification pursuant to the policies of the Registry Operator. Where a Verification Toolkit is used the Registrar must provide the authoritative copy of the domain name applicants to the toolkit provider. Once a Registered Name has been registered, the Registrar must comply with these requirements on at least an annual basis in order to confirm eligibility for a domain name in the .pro TLD.

The Qualification Challenge Policy and Rules set forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Qualification Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified for the .pro TLD. Details are provided in Appendix 11 of the Registry Agreement.

The Sunrise Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder that registered a Registered Name during the Sunrise Period ("Sunrise Registration") and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Sunrise Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified to register during the Sunrise Period or not being qualified for the .pro TLD. Sunrise Challenges will be managed by a dispute-resolution service provider approved by ICANN according to the policy posted at <http://www.icann.org/dndr/prosdrp/policy.htm>.

The Uniform Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

Violations of the .pro TLD restrictions may be enforced directly by or through Registry Operator.

V. Updates to Registration Information. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Operator in accordance with such timeline and specifications as Registry Operator may develop.

VI. Non-Compliance. If it comes to Registry Operator's attention that an Authorized Registrar is not complying with the restrictions and policies in this Registry-Registrar Agreement and the Registry Agreement and appendices thereto, Registry Operator will follow the process outlined below:

- a. Registry Operator will send prompt electronic and written notice to such Authorized Registrar, with a copy by the same method to ICANN. A person authorized to act on behalf of such Registrar must respond in writing to the Registry Operator within fourteen (14) days

with either:

- i. an explanation and evidence of its compliance with all Registry Operator policies; or
 - ii. admission that it has not complied and provides a detailed plan, and evidence as applicable, of how it will comply within fourteen (14) days.
- b. If the Authorized Registrar does not adequately respond within the fourteen (14) day period, Registry Operator will suspend such Registrar's eligibility to sponsor new Registered Names and provide electronic and written notice to the Registrar of such within seven (7) days. Registry Operator will notify ICANN in the same manner and time frame.
- c. If an Authorized Registrar provides an adequate response, Registry Operator will review and make a determination about the response. Within thirty (30) days of receiving the Authorized Registrar's response, Registry Operator will notify such Registrar that either:
- i. such response is sufficient, based on the Authorized Registrar's representations that any plan provided under Subsection (a)(ii) will be carried out; or
 - ii. is insufficient and such Registrar's authorization to sponsor .pro names will be suspended.
- d. If a Registrar's authorization is suspended, the registrar may appeal the decision through an arbitration body, as described in [Section 8](#) of this Agreement.

VII. Start Up Plan.

1. Operational Test & Evaluation. Before Registrar will be allowed to join the live registration environment, it must pass Operational Test and Evaluation ("OT&E") certification. The OT&E process has two main objectives:

- a. Verifying the correct operation of Registrar's client system, and Registrar's capability to operate the interface with the Registry System; and
- b. Establishing the contractual and business relationship between Registrar and the Registry, in accordance with the Agreement.

Registrar will be required to pass certain tests to be eligible to go live. All tests performed during OT&E certification must be completed without errors. Registry Operator will provide the certification results in a timely manner and provide feedback if Registrar fails to successfully complete the tests. Registrar may correct its systems and re-schedule for certification. Registrar will not be limited in the number of attempts at OT&E certification. Upon successful OT&E certification, Registrar becomes eligible for operation in the live registration environment.

VIII. Reservation. Registry Operator reserves the right to deny, cancel, modify or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place a domain name on Registry Lock or Registry Hold, as appropriate, during resolution of a dispute.

Exhibit F: Fees

1. Domain-Name Registration Fee. US \$6.75 per year for registrations and redirect

registration service.

2. Domain-Name Renewal Fee. US \$6.75 per year for renewals and redirect registration service.

3. Fees for Transfers of Sponsorship of Domain-Name Registrations. During the Term of the Registry Agreement, where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar (other than by bulk transfer), Registry Operator will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator will charge a Renewal Fee for the requested extension as provided herein. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the unexpired term of any domain-name registration. If a registration that is being transferred already has a term of nine years or more, Registry Operator will charge a Renewal Fee for one year ("Transfer Fee"), but the unexpired term shall not exceed ten years. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

For a bulk transfer approved by ICANN under Part B of Exhibit D of this Appendix 8, Registry Operator will charge the gaining registrar US \$0 (for transfers of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names).

4. Advanced Search Tools. After the Commencement-of-Service Date, Registry Operator proposes to introduce expanded query-based search ability by the appropriate parties, as determined by Registry Operator in consultation with ICANN, of Registry Data. The maximum price that Registry Operator may charge for this shall be resolved through negotiations between Registry Operator and ICANN once this service is more definitely specified.

5. Defensive Registrations. Registry Operator's Defensive Registration service is described in Appendix 11. The fee charged by Registry Operator for Defensive Registrations (the "Defensive Registration Fee") may not exceed the fees set forth in the following table:

| | |
|-------------|--|
| US \$ 1,500 | Per Third-Level Premium Intellectual Property Defensive Registration |
| US \$ 1,000 | Per Third-Level Basic Intellectual Property Defensive Registration |
| US \$ 1,000 | Per Third-Level Standard Defensive Registration |
| US \$2,500 | Per Second-Level Intellectual Property Defensive Registration |
| US \$2,500 | Per Second-Level Defensive Registration |

The Defensive Registration Fee will cover a four-year term. The ICANN-Accredited Registrar sponsoring the Defensive Registration shall pay the Defensive Registration Fee at the time of registration.

The fee that Registry Operator may charge for each Defensive Registration renewal (the "Defensive Registration Renewal Fee") in the Registry TLD during the Term of the Registry Agreement will be equivalent to the Defensive Registration Fee chargeable at that time and may

not exceed the fees described above. The Defensive Registration Renewal Fee will cover a four-year term. The ICANN-Accredited Registrar sponsoring the Defensive Registration shall pay the Defensive Registration Renewal Fee in full at the time of renewal.

During the Term of the Registry Agreement, where the sponsorship of a Defensive Registration is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar (other than by bulk transfer), Registry Operator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator may charge a Defensive Registration Renewal/Transfer Fee for the requested extension, which will not exceed one-quarter of the Defensive Registration Renewal Fee described in item 4 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the unexpired term of any Defensive Registration. If a Defensive Registration that is being transferred already has a term of nine years or more, Registry Operator may charge a Defensive Registration Renewal/Transfer Fee for one year, but the unexpired term of the Defensive Registration shall not exceed ten years. The Defensive Registration Renewal/Transfer Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Defensive Registration.

Exhibit G: Service Level Agreement

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in the Registry-Registrar Agreement.

1.1. "Available" means that a given Service is operational as described in [Section 2 below](#).

1.2. "Billing Period" shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).

1.3. "Current Pricing Level" refers to the total price charged by Registry Operator for all new and renewal registrations of Registered Names registered by Registrar during the Billing Period, divided by the total term of those new and renewal registrations.

1.4. "DNS Point of Presence" shall mean one or more DNS name servers in a single geographic location, all responding on one or more common IP addresses.

1.5. "DNS Queries" shall mean single UDP queries of either of the following types:

1.5.1. A (host address) or

1.5.2. NS (an authoritative name server) with no more than one question section and must be made for domain names within the Registry TLD.

1.6. "DNS Service" shall mean the Domain Name Service as described in Appendix 7 of the Registry Agreement.

1.7. "Measured Transaction" shall mean queries or other transactions performed and monitored by Registry Operator explicitly for the purpose of determining whether or

not a Service is Available.

1.8. "Planned Outage" means the periodic pre-announced occurrences when the Services will be taken out of service for maintenance or care. Planned Outages will not exceed four (4) hours per calendar week beginning at 0000 GMT Monday, nor total more than eight (8) hours per month. Notwithstanding the foregoing, Registry Operator may incur one (1) additional Planned Outage of up to eight (8) hrs per month in duration for major systems or software upgrades ("Extended Planned Outages"). In months in which Extended Planned Outages occur, no other Planned Outages may occur.

1.9. "Round-trip" means the amount of measured time that it takes for a measured query to make a complete trip from the sampling agent, to the system or process being tested and back again. Round-trip is usually measured in seconds or fractions of seconds.

1.10. "RRP Commands" shall mean requests to check, modify, add, or delete a domain name.

1.11. "RRP Service" shall mean the Shared Registry System as described in Appendix 7 of the Registry Agreement.

1.12. "Sampling Period" shall mean any one-minute period in which measurements are taken to determine whether or not a Service is Available.

1.13. "Service Level Exception" means the number of minutes of Unplanned Outage Time for a given Service in excess of the limits defined in [Section 3 below](#).

1.14. "Service Unavailability" means when, as a result of a failure of systems within Registry Operator's control, one or more of the Services is not operating as described in [Section 2 below](#). Service Unavailability includes both Planned Outage and Unplanned Outage Time.

1.15. "Services" shall mean the list of components listed in [Section 2 below](#).

1.16. "SLA" means this service level agreement between Registry Operator and Registrar.

1.17. "SLA Credit" means those credits available to Registrar pursuant to the SLA.

1.18. "Unplanned Outage Time" shall mean the amount of time, other than during a Planned Outage, recorded between a trouble ticket first being opened by Registry Operator in response to a Registrar's claim of Service Unavailability for that Registrar through the time when the ticket has been closed. If Registry Operator determines that the incident described by the ticket was not the result of Service Unavailability, the time recorded by the ticket will not count towards Unplanned Outage Time. If multiple Services incur Service Unavailability simultaneously, for purposes of calculating SLA credits, only the Unplanned Outage corresponding to the Service Unavailability that results in the highest Service Level Exception for that

month will be considered.

1.19. "Whois Queries" means queries for a single domain name in the .pro TLD.

1.20. "Whois Service" means the Whois Service described in Appendix 5 of the Registry Agreement.

2. Services. The following is a list of Services that can be measured by Registry Operator for performance and monitored to determine whether the Services are Available. For the purpose of SLA Credit calculations, only Services that can be actively measured are included below.

2.1. DNS Point of Presence. A DNS Point of Presence is considered to be Available during a Sampling Period if it responds to DNS Queries with a Round-trip time no greater than 300 milliseconds for 95% of all Measured Transactions within that Sampling Period.

2.2. DNS Service. The DNS Service is considered to be Available for a Sampling Period if over half of the System's DNS Points of Presence are Available for that Sampling Period.

2.3. Whois Service. The Whois Service is considered to be Available for a Sampling Period if it responds to Whois Queries with a Round-trip time no greater than 1500 milliseconds for 95% of all Measured Transactions within that Sampling Period.

2.4. RRP Service. The performance specification for RRP Commands is 1500 milliseconds for check commands and 3000 milliseconds per domain for add, modify, and delete commands. The RRP Service is considered to be Available for a Sampling Period if it responds to RRP Commands within the performance specification for 95% of all Measured Transactions within that Sampling Period.

3. Service Levels.

The Service Levels for this SLA are as follows:

| | |
|---------------|---|
| DNS Service | Total duration of Unplanned Outage Time of the DNS Service shall not exceed 0 minutes per Billing Period. This represents 100% System Availability. |
| Whois Service | Total duration of Unplanned Outage Time of the Whois Service must not exceed 90 minutes per Billing Period. This represents 99.79% System Availability. |
| RRP Service | Total duration of Unplanned Outage Time of the RRP Service must not exceed 60 minutes per Billing Period. This represents 99.87% System Availability. |

4. Measurement.

For purposes of this SLA, Registry Operator will monitor the Services in accordance with the following principles.

4.1. Measurement applies only to the Services that are under Registry Operator's sole control.

4.2. Measurement of all Services shall be performed locally. Internet performance is specifically not measured.

5. Credits.

5.1. Calculation of Credit. If Unplanned Outage Time for a Service exceeds the Service Levels described in [Section 3 above](#) in any Billing Period, Registry Operator will credit Registrar according to this calculation:

$$C = (amv / t) * sle$$

Where:

C = number of Transactions to be credited to Registrar for the calendar month.

amv = average month's volume (previous four calendar months total Transaction volume/4 months.)

t = time period, number of minutes per month averaged over number of days in previous four calendar months (for example, if previous four months had 30, 31, 30, and 31 days, these time periods = $(30 + 31 + 30 + 31) / 4 * 24 \text{ hours} * 60 \text{ minutes} = 43,920 \text{ minutes}$.)

sle = service level exception. The number of Unavailable minutes minus the number of SLA acceptable Unavailable minutes.

Example 1: Registry Operator records 15 minutes of Unplanned Outage Time for the DNS Service. The current month's volume (v) is 30,000 total names registered. Time period was 43,920 minutes. As such, Registry Operator will credit Registrar for 10.25 Transactions at the then-Current Pricing Level.

Example 2: Registry Operator records 103 minutes of Unplanned Outage Time for the Whois Service. The current month's volume (v) is 30,000 total names registered. Time period was 43,920 minutes. As such, the Service Level Exception is 13 minutes. Registry Operator will credit Registrar for 8.9 Transactions at the then-Current Pricing Level.

Example 3: Registry Operator records 20 minutes of Unplanned Outage Time for the RRP Service. The current month's volume (v) is 30,000 total names registered. Because the Unplanned Outage Time does not exceed the service levels in [Section 3](#), no credit is granted.

5.2. Receipt of Credits - In order for Registrar to claim SLA Credits, the following procedure must be followed:

5.2.1. Issue a Request for SLA Credit. Registrar must submit a request to Registry Operator that it experienced Service Unavailability in excess of the service levels is outlined in [Section 3](#). The request must be submitted within 14 days after the conclusion of the Billing Period for which the SLA Credits are being claimed.

5.2.2. Provide Documentation to Indicate SLA Violation. Registrar may provide documentation in the form of trouble ticket number(s) issued by the Registry Operator in response to Unplanned Outage Time.

5.2.3. Receipt of Credit. When the above steps have been completed to Registry Operator's satisfaction, Registry Operator shall notify Registrar of the SLA Credit to be issued. Credits shall be entered into Registrar's account balance and can be used immediately toward domain name registrations.

5.3. Maximum Credit. The total SLA Credits issued in any Billing Period shall not exceed twenty five percent of the dollar value of the total number of Registrations within that Billing Period.

5.4. Partial Credits. For the purposes of this SLA, any partial credit shall be rounded to the nearest tenth of a registration-year.

6. Obligations.

6.1. Registrar must report each occurrence of alleged System Unavailability to Registry Operator customer service help desk in the manner required by Registry Operator (e.g., e-mail, fax, telephone) in order for an occurrence to be treated as System Unavailability for purposes of the SLA.

6.2. Both Registrar and Registry Operator agree to use commercially reasonable efforts to establish the cause of any alleged System Unavailability.

6.3. Registrars must inform the Registry Operator any time their estimated volume of transactions (excluding check domain commands) will exceed their previous Billing Period's volume by more than 25%. In the event that (a) a Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more, (b) the Registrar's volume increases 25% or more over the previous Billing Period, and (c) the total volume of transactions (excluding check domain commands) experienced by the Registry Operator for all Registrars for that Billing Period exceeds the Registry Operator's actual volume of the previous Billing Period's transactions by more than 10%, then the Registrars failing to give such notice will not be eligible for any SLA Credits in that Billing Period. Registrars shall provide their forecasts at least 30 days prior to the first day of each Billing Period.

6.4. Registry Operator agrees to provide monthly transaction summary reports to Registrar starting no later than 120 days after the Commencement-of-Service Date.

6.5. Registry Operator will use commercially reasonable efforts to restore the critical

components of the System within 48 hours in the case of a force majeure event. Outages due to a force majeure event will not be considered System Unavailability.

6.6. Registry Operator's obligations under this service level agreement are waived during the first 120 days after the Commencement-of-Service Date.

6.7. Registry Operator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

6.8. The SLA Credits will be reconciled on a quarterly basis.

6.9. The Registrar may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying service level performance and availability. The frequency of these audits will be no more than once every six month period during the term of this Agreement between Registry Operator and the Registrar.

6.10. Incident trouble tickets must be opened within a commercially reasonable period of time.

6.11. In the event that System Unavailability affects all Registrars, the Registry Operator is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

6.12. The Registry Operator will notify Registrars regarding any scheduled maintenance and unavailability of the .pro TLD root-servers.

6.13. Beginning no later than 120 days after the Commencement-of-Service Date, the Registry Operator will publish preliminary weekly Service performance and availability reports. Registry Operator will use best efforts to finalize these reports no later than 30 days after the preliminary reports are provided.

7. Miscellaneous.

7.1. This Exhibit is not intended to replace any term or condition in this Agreement.

7.2. Dispute Resolution will be handled pursuant to the terms of Subsection 8 of this Agreement.

7.3. Registry Operator may make modifications to this SLA from time to time.

Exhibit H: Terms of Use Agreement

Registry may modify or revise these terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the .pro name. Registry or Registrar may refuse Service to anyone at any time who does not comply with these Terms of Use. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

1. Description of Service. Registrar is an ICANN accredited registrar who has entered into an agreement with RegistryPro, an ICANN authorized registry, to provide use of domain names with the .pro extension (the “Service”) under certain specified terms and conditions. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis in accordance with the Registry Agreement for the .pro TLD between ICANN and RegistryPro, and the Registry-Registrar Agreement between Registrar and RegistryPro, which agreements are available at <http://www.icann.org/en/tlds/agreements/pro/>. Registrar disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. Registry and Registrar also reserve the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

2. Professional Use. The Service is made available to you for your professional use only. As such, you agree that you are a person or entity who provides professional services and has been admitted to, licensed by, or credentialed by, and is in good standing with, a government certification body, jurisdictional licensing entity recognized by a governmental body, or professional organization, which body requires that its members be licensed, admitted or credentialed to a certifying entity and regularly verifies the accuracy of its data.

3. Verification. You must provide current, accurate identification, contact, profession specific and other information that may be required as part of the registration process and continued use of the Service. You must notify Registrar of any change to your contact, profession specific and other information. You are responsible for maintaining the confidentiality of your Service password and account.

4. Proper Use. You agree that you are responsible for your own use of the Service including all communications made using the Service and any consequences thereof. Your use of the Service is subject to your acceptance of and compliance with this Agreement, as well as the regulations applicable to you as a licensed professional. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (a) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Registrar; (b) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (c) prevent others from using the Service; (d) use the Service for any fraudulent or inappropriate purpose; (e) act in any way that violates these Terms of Use, as may be revised from time to time; or (f) facilitate use of the Service by any person or entity not a party to this Agreement. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. Registrar reserves the right, but shall have no obligation, to investigate your use of the Service and in order to determine whether a violation of the Agreement has occurred. Registrar reserves the right to provide information to third parties pursuant to a contractual or legal obligation.

5. Content of the Service. Registrar takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does Registrar have any obligation to monitor such third party content.

6. Representations and Warranties. You represent and warrant that (a) all of the information provided by you to Registrar to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

7. Indemnification. You agree to hold harmless and indemnify RegistryPro and Registrar, and each of their subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Registrar will provide you with written notice of such claim, suit or action.

8. Choice of Law; Jurisdiction. These Terms of Use will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to Illinois conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service may be brought solely in Cook County, Illinois and you consent to the jurisdiction of such courts.