L-SINGLE HOSTING AGREEMENT

This co-location Agreement ("*Agreement*") is made and entered into on this _____ ("*Effective Date*") by and between the Internet Corporation for Assigned Names and Numbers ("*ICANN*"), and_____("*Host*"). ICANN and Host may be referred to individually as "*Party*" and collectively as "*Parties*."

WHEREAS, ICANN desires to provide a service as set forth in Schedule 1 hereto (the "*L-Single Service*"), on suitable equipment provided by Host as specified in Schedule 2 hereto (the "*Equipment*"); and

WHEREAS, Host desires to make the Equipment available to ICANN for the purpose of providing L-Single Service.

NOW, THEREFORE, the Parties agree as follows:

1. **General Responsibilities.** During the term of this Agreement, each Party agrees to act in the best interests of Internet security and stability.

2. **ICANN Responsibilities.**

    2.1   Confidential

    2.2   In consideration of Host's obligations hereunder, during the term of this Agreement, ICANN agrees that it shall be responsible for the operation of the Equipment.

    2.3   ICANN will permit a single combined ICANN-Host press release, subject to ICANN's prior review and approval, the latter of which shall be within ICANN's absolute discretion, for each L-Single Host location deployed from the effective date of this agreement.

3. **Host Responsibilities.**

    3.1   In consideration for goodwill and other intangible benefits received by Host in connection with hosting the Equipment, Host agrees to provide:

    3.1.1.   the Equipment, within sixty days of the Effective Date;

    3.1.2.   ethernet connectivity for network traffic associated with the L-Single Service in a manner supported in such a way to achieve 99.95% availability outside of maintenance scheduled (and communicated to ICANN at least 48 hours in advance);

    3.1.3.   ethernet connectivity for network traffic associated with remote management of the Equipment by ICANN in a manner supported in such a way to achieve 99.95% availability outside of maintenance scheduled (and communicated to ICANN at least 48 hours in advance;

    3.1.4.   adequate physical security with no history of breaches in the last 12 months, which may be monitored and adjusted by ICANN from time to time upon reasonable notice to Host;

3.1.5. Confidential

3.1.6. on-site services, including maintenance and support, as requested by and at the direction of ICANN.

3.1.7. Confidential

3.2 During the term of this Agreement, Host shall not:

3.2.1. Confidential

3.2.2. Confidential

3.2.3. Confidential

3.3 Host shall be responsible for the compliance of the Equipment with all applicable technical requirements relating to the installation, usage, operation, storage and any other relevant disposal with the Equipment. In the event that Host determines that the presence and/or operation of the Equipment located within the Facility pursuant to this Agreement presents an unreasonable risk under applicable technical requirements and/or laws then Host shall have the right, upon prior notification to the authorized ICANN representative, in its sole discretion to propose modifications to this Agreement accordingly to protect against such risk, remove the Equipment and/or terminate this Agreement, with immediate effect. For purposes of this Section "unreasonable risk" means any risk of damage or destruction of the Facility or any other equipment placed in the Facility due the installation, usage, operation, storage and any other disposal with the Equipment.

3.4 Confidential

4. **Term and Termination.** This Agreement shall commence as of the Effective Date and remain in effect unless and until either Party provides the other Party with written notice of its intent to terminate at least 90 days prior to the effective date of such termination.

5. **Representations and Warranties.** Each Party represents and warrants to the other that it has the legal right and power to enter into this Agreement, to extend the rights granted to the other in this Agreement and that the performance of such obligations will not conflict with any agreements, contracts or other arrangements to which it is a party. Host hereby represents and warrants that all services performed under this Agreement will be performed in a good and workmanlike manner by persons who are qualified to perform such services.

6. **Confidentiality.** The terms of this Agreement, and the existence of this Agreement, shall remain strictly confidential. Each Party agrees not to disclose any of the terms of this Agreement, whether

generally or specifically, to any third party, except as may be required by a Party's accountants or insurers, or by order of a court of competent jurisdiction. Host agrees not to refer to ICANN in any form of media or sales or promotional efforts (whether orally or in writing) without ICANN's prior written approval.

7. **General**.

   7.1 <u>Entire Agreement</u>. This Agreement constitutes the sole and exclusive agreement between the Parties with respect to the subject matter herein and supersedes and cancels all other prior written or oral agreements, understandings, and commitments between the parties with respect to the subject matter herein.

   7.2 <u>Successors; Assignment</u>. The Parties may not assign this Agreement, without the prior written consent of the other Party. For purposes of this Section, the term "assign" and "assignment" shall include, without limitation, any assignment (by operation of law or otherwise) to any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void. No assignment shall relieve the assignor of its obligations under this Agreement prior to the Effective Date of any such assignment.

   7.3 <u>Relationship Between the Parties</u>. The relationship between the Parties is and shall remain solely and exclusively that of independent contractors. Nothing in this Agreement shall be deemed to establish a relationship of principal and agent between the Parties nor any of their agents or employees for any purpose whatsoever, nor shall this Agreement be construed as creating any other form of legal association or arrangement, including without limitation a partnership or joint venture, which would impose liability upon one Party for the act or failure to act of the other Party.

   7.4 <u>Amendments; No Waivers</u>. ICANN may, following thirty (30) days advance written notice to Host, update the provisions of this Agreement upon immediate effect. No provision of this Agreement may be waived in whole or in part without a written amendment to the Agreement executed by an authorized representative of ICANN. No failure of either of the Parties to exercise any right under this Agreement or to object to any other Party's failure to perform or breach shall constitute or be deemed to be a waiver of any other right hereunder, any other failure to perform, or any other breach hereof, whether of similar or dissimilar nature thereto.

   7.5 <u>Dispute Resolution</u>. Disputes arising under or in connection with this Agreement will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration will be conducted in the English language in front of a single arbitrator and will occur in Los Angeles County, California, USA. This Agreement shall be governed by and construed by and in accordance with the laws of the State of California, without regard to principles of conflict of laws, and the applicable laws of the United States of America.

   7.6 <u>Notices</u>. Except for notices pursuant to Section 3.2.3, all notices, requests, consents and other communications hereunder shall be in writing and may be either (i) delivered via electronic mail to an email address designated by the other Party for such purpose, with confirmation of receipt or (ii) shall be delivered in person or sent via an internationally

recognized courier and shall be deemed to have been given when received by the other Party at the following location:

> Internet Corporation for Assigned Names and Numbers
> 12025 Waterfront Drive, Suite 300
> Los Angeles, CA 90094-2536
> USA
> Attn: Office of the General Counsel
> Tel: +1.310.823.9358

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Attn: _____

Tel. _____

Email: _____

or to such other names or addresses as ICANN or Host as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

7.7   Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, ICANN and Host have caused this Agreement to be executed by their respective authorized officers as of the date first set forth above.

INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS

By: By:

Print Name: Print Name:

Title: Title:

SCHEDULE 1

L-SINGLE SERVICE

"Root Servers" are authoritative-only Domain Name System (DNS) servers which serve the DNS root zone (commonly written as a single period, ".") and various other supporting DNS zones as arranged and agreed between individual Root Server operators and relevant authorities. The Root Servers provide "Root Name Service". The Root Server operated by ICANN is known as L.ROOT-SERVERS.NET, and the service provided by ICANN in the operation of that Root Server is known as "L-Root Service".

Root Name Service is a critical component of the global DNS. L-Root Service is provided exclusively by ICANN according to best current practices, and in coordination with other Root Server operators and relevant authorities.

L-Root Service consists of configuration and management of software deployed in order to provide Root Name Service using both of IPv4 and IPv6. L-Root Service over IPv4 is provided using the address 199.7.83.42, and L-Root service over IPv6 is provided using the address 2001:500:3::42 ("Service Addresses").

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ICANN may decide to change the Service Addresses and Routing Advertisements from time to time as part of its ongoing management of the L-Root service.

SCHEDULE 2

EQUIPMENT

ICANN maintains a constrained specification configuration that is limited to two separate levels of hardware. This equipment is to be purchased from the ICANN preferred supplier at the URL below. Direction on which level of hardware to select should be obtained from ICANN DNS Engineering.

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