

APPENDIX E
UIA AND VERISIGN TEAMING AGREEMENT

TEAMING AGREEMENT

THIS TEAMING AGREEMENT (hereinafter "Agreement") is made and entered into this thirteenth day of June 2002, by and between VeriSign Global Registry Services, a division of VeriSign Inc., a Delaware corporation with offices located at 21345 Ridgetop Circle, Dulles, VA 20166 (VeriSign), and Union of International Associations, an international association under Belgium Law with offices located at Rue Washington 40, B-1050, Brussels, Belgium (UIA). VeriSign and UIA may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the above Parties, because of their diverse capabilities, have determined that they would benefit from a team arrangement between their respective organizations in order to develop the best management and technical approach to the .ORG Top-Level Domain Operation, hereinafter referred to as "the Program," in response to the Internet Corporation for Assigned Names and Numbers ("ICANN") RFP posted 20 May 2002;

WHEREAS, UIA intends to prepare a proposal for submission to ICANN for managing and administering the registry functions of the ORG Top Level Domain (TLD);

WHEREAS, UIA desires to collaborate with VeriSign for the purpose of formulating its proposal and to subcontract with VeriSign for the performance of certain registry and enhanced services;

WHEREAS, the Parties have agreed as set forth in the attached Exhibit A hereof to the responsibilities of work to be performed by the Sub on the Program;

WHEREAS, this Agreement is entered into to enable each Party to enjoy the benefits of the other Party's capabilities in areas of expertise which are not independently available within their respective organizations;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, VeriSign and UIA, intending to be legally bound, hereby agree as follows:

1. Each Party will work with the other in good faith to produce a proposal which will cause the selection of the UIA ("Prime") as a prime contractor for the Program and the acceptance by ICANN of VeriSign ("Sub") as the subcontractor for the work assigned to the Sub herein, and each Party will continue to exert reasonable, good

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faith efforts toward this objective throughout any and all negotiations concerning a proposed contract which may follow the submission of such proposal or proposals. This requirement includes the furnishing of qualified personnel who will cooperate together in drafting a proposal.

2. It is understood that the Prime will, in any proposal which the Parties submit and in all discussions with respect thereto, identify the Sub as a team member, and will describe in such proposal or discussions the relationship of the Parties.
3. The Sub will furnish, for incorporation into any proposal, all proposal material pertinent to the work assigned to the Sub as summarized in the attached Exhibit A, including, but not limited to manuscripts, art work, as appropriate.
4. The Sub will assure the reasonable availability of management personnel to assist the Prime in any discussions and negotiations with ICANN directed toward obtaining the award of a contract, if requested to do so by the Prime.
- 5A. Except as otherwise expressly provided herein or agreed in writing by the Parties, each Party will bear all costs incurred by it arising out of its obligations and efforts under this Agreement during the pre-proposal and proposal periods, which are defined as the periods up to the award of a prime contract. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other during the period prior to the award of the subcontract contemplated by this Agreement.
- 5B. Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by that Party's negligence or for fraudulent misrepresentation. In recognition that this Agreement is entered into solely for the purposes of the preparation of a proposal save as set out in this section 5B neither Party shall be liable for any losses whatsoever arising under this Agreement including without limitation all direct losses, economic loss or loss of profit (direct or indirect), or any indirect, special or consequential loss or damage howsoever caused, or any liability arising to any third party. All warranties and conditions (whether implied by statute or otherwise) are excluded to the fullest extent permitted by law.
6. In the event Prime receives an award from ICANN, it agrees to provide Sub with prompt written notice thereof. Prime shall promptly provide Sub with copies of all information it receives from ICANN with regard to the award.

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7. Each Party agrees that it will not submit a proposal to ICANN unless and until the Parties have first entered a written agreement, pursuant to which VeriSign will provide registry and enhanced services to Prime unless submission without an agreement is agreed to by both parties. The Parties shall use their commercially reasonable and good faith efforts to negotiate the terms of such an agreement prior to proposal due date. In the event Prime receives an award from ICANN Prime shall not contract with any third party for any or all of the services described in Exhibit A.
8. In the event an award is made to a party other than the Prime, either Party may decide to dispute the award. The other Party shall provide reasonable cooperation and assistance in prosecuting any dispute.
9. In the event the Prime is afforded the opportunity to make presentations, whether orally or by written communications, to ICANN concerning the Program, the content of such a presentation shall be made known to the Sub and the Sub will have the right to support such presentations if such presentations relate to the Sub's area of work as summarized in the attached Exhibit A.
10. Any news releases, public announcement, advertisement or publicity released by either Party concerning this Agreement, or any proposals, or any resulting contracts or subcontracts to be carried out hereunder, will be subject to prior written approval of the other Party. Any such publicity shall give due credit to the contribution of each Party.
11. The Parties each will designate in writing one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the Parties' obligations under this Agreement.
12. In carrying out the terms of this Agreement, it may be necessary for the Parties to provide proprietary information to one another. In such event, the disclosure and use of all proprietary information shall be in accordance with the Non-Disclosure Agreement (NDA) executed by the Parties and dated 23 May 2002 which is hereby incorporated herein by reference.
13. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other Party.
14. This Agreement shall remain in effect until the first of the following shall occur:

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- a. A decision by ICANN to cancel the Program.
 - b. Upon the award of a prime contract for the subject RFP to a contractor or contractors other than the Prime.
 - c. Award of a prime contract to the Prime and a subcontract to the Sub.
 - d. The insolvency, bankruptcy or reorganization under bankruptcy laws or assignment for the benefit of creditors of either Party.
15. In the event of any termination of this Agreement, sections 5, 8, 12, 13, 18, 19 and 24 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and assigns.
16. In the event that this Agreement is terminated, either Party shall be free to pursue its individual technical approaches in association with the successful contractor or a third Party for work which is the subject of this Agreement, subject to the provisions of the NDA.
17. All notices, certificates, acknowledgments and other reports hereunder shall be in writing and shall be deemed properly delivered when duly mailed by registered letter to the other Party at its address as follows, or to such other address as either Party may, by written notice, designate to the other.

VeriSign
 Attn: Chuck Gomes
 Address: 21345 Ridgeway Circle
 Dulles, VA 20166
 Phone: (703) 948-3290

UIA
 Attn: Anthony Judge
 Address: 40 Rue Washington
 1050 Brussels, Belgium
 Phone: +32 2 6401808

Fax: (703) 421-4717

Fax: +32 2 6436199

18. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent authorized herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties.

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19. This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the express prior written consent of the other Party, which consent shall not unreasonably be withheld. This consent requirement shall not apply in the event either Party shall change its corporate name or merge with another corporation. This Agreement shall benefit and be binding upon the successors and assigns of the Parties hereto.
20. This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both the Prime and the Sub. The waiver of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same.
21. This Agreement, in combination with the NDA, contains all of the agreements, representations and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the award of a prime contract and associated subcontracts under the Program set forth herein.
22. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.
23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a Party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties.
24. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with, the laws of England. All disputes or claims arising out of or in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with

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such Rules. Such arbitration shall take place in the English language in London, England.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first stated above.

VERISIGN, INC.

By: Russell S. Lewis

Name: RUSSELL S. LEWIS

Title: EXECUTIVE VICE PRESIDENT
+ GENERAL MANAGER

Date: JUNE 14, 2002

UNION OF INTERNATIONAL ASSOCIATIONS

By: [Signature]

Name: ANTHONY JUDAS

Title: ASST. SECRETARY GEN.

Date: 14th June 2002

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EXHIBIT A

SUBCONTRACTED SERVICES

UIA shall subcontract with VeriSign for the performance of Registry and Enhanced Services on a three year basis upon which UIA may at its option re-compete the services to another qualified subcontractor.

Registry Services:

UIA will outsource its on-line registry services to VeriSign. VeriSign will develop all necessary software and interfaces and integrate, host and operate the Registry Functions of UIA. UIA and VeriSign will define the project specifications, deliverables and timetable upon successful receipt of the awarded bid.

“Registry Functions” include domain name registration and associated administrative functions, maintenance of the shared registry systems and the associated user/customer interfaces, main database functions, business logic and other administrative functions for managing the central repository for the .ORG registry information; DNS servers; and the WHOIS service.

Enhanced Services:

In order to create the greatest value for the not-for-profit entities whose organization(s) will benefit from the operations of the .ORG Registry, it is intended that enhanced services be made available by VeriSign if the bid is awarded to UIA. These services are intended to provide benefits to the not-for-profit community that are supplemental to those inherent in Registry Services described above, and are optional to Registrants. As such, Enhanced Services are un-regulated services and will be made available to registrars at moderate wholesale prices through the .ORG Registry provided that they are not subject to the same oversight as those defined as Registry services.

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