

AGREEMENT

This agreement (the "Agreement") is made and entered into as of August 13, 2001 ("Effective Date") between EDUCAUSE, a nonprofit corporation with offices at 1150 18th Street, Washington, DC ("Company") and VeriSign, Inc. a Delaware corporation with offices at 21355 Ridgetop Circle, Dulles, Virginia and its subsidiaries where applicable, VeriSign Global Registry Services and the VeriSign Registrar (collectively, "VeriSign").

BACKGROUND

A. VeriSign, in its capacity as a global Web Identity and Internet Trust Services company provides a wide variety of services and products to businesses and individuals that desire to establish or enhance their Internet identity and security.

B. Company has entered into an agreement with the United States Department of Commerce to provide certain services in connection with the .edu top-level domain.

C. Company and VeriSign desire to enter into an Agreement whereby VeriSign shall perform certain functions for Company in connection with the .edu top-level domain.

1. DEFINITIONS

(a) "Company Site(s)" means the Web Site(s) owned or controlled by Company, which Company will make available to its customers, through which Company shall fulfill its obligations under this Agreement and all Products and Services Order(s).

(b) "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trademarks, service marks, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated) relating to intangible property.

(c) "Products and Services Order(s)" means any valid products and services order issued pursuant to this Agreement, the terms of which shall set forth any additional rights and obligations of the parties hereto. No products and services order shall be valid unless it is fully executed by both VeriSign and the Company.

(d) "VeriSign Marks" means those United States and/or foreign registered or un-registered trademarks, service marks, and logos that are provided to Company for the limited purpose of promoting the VeriSign Products and Services.

(e) "VeriSign Products and Services" means the VeriSign products and services to be distributed by Company under this Agreement as set forth in the Products and Services Orders issued hereunder.

(f) "VeriSign Web Site" means the proprietary Internet sites owned or operated by VeriSign, its subsidiaries or affiliated companies, including but not limited to the following websites presently located at the URLs www.verisign.com and www.nsi.com, by which VeriSign offers its products and services.

(g) "Web Site" means a so-called HTML "home page" on the World Wide Web and other linked pages and all portions thereof, capable of running in a satisfactory manner on a computer system, including without limitation, all HTML or other formatted text files, all related graphics files, data files, modules, routines and objects, and the computer software and all other script or program files required to exploit such materials and that collectively control the display of and user interaction with the Web Site.

2. RIGHTS AND OBLIGATIONS.

(a) .edu Registration Obligations. The parties agree to fulfill their respective obligations as set forth in Attachment A.

(b) Use of Products and Services. Company agrees to use VeriSign's Products and Services as set forth in the Products and Services Order(s) issued hereunder. Company shall comply with all terms and conditions of each Products and Services Order, including without limitation, fulfillment and customer support, in the manner set forth therein.

(c) Compliance with Laws and Regulations. Company agrees that it shall comply with all applicable federal, state and local laws, regulations, ordinances and codes in connection with its performance under this Agreement.

(d) Promotion of VeriSign Products and Services. In the event the parties agree that Company shall promote VeriSign Products and Services, Company shall comply with any Style Guide VeriSign may hereafter provide and modify from time to time, which Guide may include branding limitations and guidelines concerning the placement, use and prominence of VeriSign Marks. In the event that VeriSign changes, replaces or otherwise modifies any specific VeriSign Mark provided to Company, Company shall replace such mark with the new mark provided within ten (10) days of receipt of same.

(e) Promotion of Company Products and Services. In the event the parties agree that VeriSign shall promote Company Products and Services, VeriSign shall comply with any Style Guide Company may hereafter provide and modify from time to time, which Guide may include branding limitations and guidelines concerning the placement, use and prominence of Company Marks. In the event that Company changes, replaces or otherwise modifies any specific Company Mark provided to VeriSign, VeriSign shall replace such mark with the new mark provided within ten (10) days of receipt of same.

(f) Publicity. Except for its use of the VeriSign Marks as provided herein, Company shall not refer to VeriSign or any offer, product or service of VeriSign on any Company Site, whether through use of "teaser" copy or in any other manner, without obtaining VeriSign's prior written consent to the content of any such reference. Company will not make any representations or warranties about the VeriSign Web Site or the VeriSign Products and Services that VeriSign has not first approved in writing.

(g) Company Site. Company will regularly maintain each Company Site so that its contents are current, accessible and in good taste. Company is solely responsible for the development, operation and maintenance of each Company Site and all contents of each Company Site. Without limiting the foregoing, Company is responsible for (i) the technical operation of each Company Site and related equipment; and (ii) ensuring that the contents of each Company Site are not libelous or illegal and do not infringe any Intellectual Property Rights or other rights of any person or entity.

(h) Disparagement. During the term of this Agreement, Company will not disparage VeriSign, the VeriSign Marks, the VeriSign Web Site or any of the VeriSign Products and Services, or display any such

items in a derogatory or negative manner on any Company Site. During the term of this Agreement, VeriSign will not disparage Company, the Company Site or any of the Company products and services, or display any such items in a derogatory or negative manner on any VeriSign Web Site.

(i) Press Releases. Upon the effective date hereof, VeriSign may issue a press release announcing the relationship described in this Agreement. Any other press release(s) regarding this Agreement shall be mutually agreed upon by the parties prior to release.

(j) Future Services. In the future, VeriSign may offer to Company additional products and/or services, or modify the terms of such products and/or services, pursuant to subsequent Products and Services Orders executed pursuant to this Agreement. Furthermore, any modification to the scope of the products and/or services offered pursuant to any given Products and Services Order issued hereunder, at any time throughout the term of this Agreement, shall only be effective upon execution of an amendment to such Products and Services Order. Where multiple amendments to any given Products and Services Order have been executed, the last dated and executed amendment shall govern the rights and responsibilities of the parties under such Products and Services Order, and any previously executed amendments to such Products and Services Order shall be superceded thereby. Agreement amendments shall require the approval of the U.S. Government.

(k) Material Changes. The Company may implement material changes to the management or operation of the .edu TLD. A material change shall include but not be limited to the expansion of the .edu TLD eligibility, whereby the registration of SLD Names exceeds 15,000, or VeriSign's cost to perform the requirements of this Agreement substantially increases. Material changes shall be subject to the mutual agreement of the parties and effective upon execution of an amendment. All material changes in this Agreement require the approval of the U.S. Government.

3. GRANT OF LICENSE. VeriSign hereby grants Company and Company accepts a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license in and to the VeriSign Marks to reproduce, publicly display, transmit and broadcast the VeriSign Marks for the sole purpose of promoting the VeriSign Products and Services on the Company Site as described herein or in any Products and Services Order (and, where specified in a Products and Services Order, by creating a hyperlink between Company Site and the VeriSign Web Site), subject to any Style Guide VeriSign may hereafter provide. This grant of license extends only to those VeriSign Marks provided by VeriSign to Company in the exact form in which VeriSign has provided same.

4. PROPRIETARY RIGHTS.

(a) VeriSign. VeriSign owns all rights in and to the VeriSign Marks and all Intellectual Property Rights therein and thereto. All uses of the same shall inure to the sole benefit of and be on behalf of VeriSign. Company acknowledges that the VeriSign Marks, Intellectual Property, and the goodwill associated therewith, are valuable properties belonging to VeriSign and that all rights thereto are and shall remain the sole and exclusive property of VeriSign. Company shall not now or in the future contest the validity of the VeriSign Marks. Company agrees that if and when the Company's members purchase VeriSign Products and Services (beyond and not including registration through Company in the .edu TLD), those members also become VeriSign's and that VeriSign shall be the owner of all information or data collected by VeriSign in providing VeriSign products or services to them. Nothing herein shall confer upon Company any right of ownership in any of VeriSign's Marks or Intellectual Property.

(b) Company. Company owns all rights in and to each Company Site and all Intellectual Property Rights therein and thereto. VeriSign and the Company agree that all information or data that has

been collected during the Term from institutions for the purpose of registration in the .edu top-level domain is property of the U.S. Government to be managed under the authority of Company for the duration of its cooperative agreement with the U.S. Government. VeriSign and Company agree that the U.S. Government retains unlimited rights in all data delivered under this contract and in all data first produced under the terms of this contract.

5. CONFIDENTIAL INFORMATION

(a) **Confidential Information.** Each party hereto acknowledges that by reason of its relationship to other party under this Agreement it may have access to and acquire knowledge from, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, customers and Intellectual Property Rights of such other party that may not be accessible or known to the general public ("Confidential Information"). "Confidential Information" shall include, but not be limited to, (i) any and all information regarding any software utilized by either party to create, operate or maintain any of such party's Web Sites, (and (ii) any information which concerns technical details of operation of any of the products and services offered hereunder.

(b) **No Disclosure.** Each party agrees to maintain all Confidential Information received from the other party (the "Disclosing Party"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party and the U.S. Government; provided, however, that either party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors if such third parties agree to maintain the confidentiality of such Confidential Information. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement. In addition, neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to it hereunder. Whenever requested by the Disclosing Party, the other party (the "Receiving Party") shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate. Each party's obligation of confidentiality shall survive this Agreement for a period of five (5) years from the date of its termination, and thereafter shall terminate and be of no further force or effect.

(c) **Exclusions.** Each party's obligations under Sections 5(a) and 5(b) above shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Disclosing Party's Confidential Information; or (v) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable in order to afford the Disclosing Party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. The obligations under 5(a) and 5(b) do not apply to the U.S. Government; however, the parties agree to provide confidential information to the U.S. Government without requiring prior written notice.

6. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

(a) **Company's Representations and Warranties.** Company represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) entering into this Agreement does not violate any agreement existing between it and any other person or entity; (iii) the Company Content does not violate or infringe any right of privacy or publicity or

any other Intellectual Property Right or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any person or entity; and (iv) the information contained in the PSO Exhibit 1A, Information Sheet, submitted by Company is true and correct. In this Agreement, "Company Content" means all artwork, graphics, icons, trademarks, trade names, service marks, logos and other content contained in the Company Site(s).

(b) Company's Indemnification. Company agrees to, and shall, indemnify, defend and hold harmless VeriSign and its directors, shareholders, officers, agents, employees, successors, affiliates and assigns from and against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorneys' fees and expenses) and other liabilities arising from, in connection with or related in any way to, directly or indirectly (i) any breach or alleged breach of any of the representations made by it under this Agreement; (ii) the development, operation, maintenance and contents of the Company Site; (iii) the completion and/or submission by Company of any order for VeriSign Products and Services; (iv) any unauthorized representation or warranty made by Company regarding any VeriSign Product and Services or (v) the exercise of Company's authority, or the discharge of Company's obligations, as it relates to the .edu TLD or the offering of .edu SLD Names for registration or a particular registration or registrant's use of an .edu SLD Name. VeriSign shall promptly notify Company of any such claim. At VeriSign's request, Company shall bear full responsibility for the defense (including any settlements); provided however, that (i) Company shall keep VeriSign informed of, and consult with VeriSign in connection with the progress of such litigation or settlement; and (ii) Company shall not have any right, without VeriSign's written consent, (which shall not be unreasonably withheld), to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of VeriSign.

(c) VeriSign's Representations and Warranties. VeriSign represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) entering into this Agreement does not violate any agreement existing between it and any other person or entity; and (iii) it has all necessary rights in and to the VeriSign Marks. VeriSign further represents and warrants that the VeriSign Marks do not violate or infringe any Intellectual Property Rights of any other person or entity.

(d) VeriSign's Indemnification. VeriSign agrees to, and shall, indemnify, defend and hold harmless Company, and its directors, shareholders, officers, agents, employees, successors and assigns from any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorneys' fees and expenses) and other liabilities arising from, in connection with or related in any way to, directly or indirectly, a breach or alleged breach of the representations and warranties set forth in Section 6(c) hereof. Company shall promptly notify VeriSign of any such claim, and VeriSign shall bear full responsibility for the defense of such claim (including any settlements).

(e) Registrant Agreement. Before VeriSign makes registry or registrar services available, Company shall amend and maintain its registrant agreement to provide that .edu SLD Name (as defined below) registrants shall defend, indemnify and hold harmless VeriSign and its officers, directors, shareholders, related companies, employees, agents and attorneys to the same extent as Company.

7. TERM AND TERMINATION

(a) Term and Renewal. This Agreement will commence as of the Effective Date and will continue for a period of two (2) years ("Term") unless terminated earlier as set forth below. The parties agree that to the extent any Products and Services Order sets forth a term or termination shorter than that provided pursuant to this section 7, such Products and Services Order shall be governed by the term or termination set forth therein.

(b) Termination for Default. Either party will have the right to terminate this Agreement for any material breach that is not cured within thirty (30) days after written notice of such breach.

(c) Termination for Insolvency. Either party hereto may, at its option, and without notice, terminate this Agreement, effective immediately, should the other party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver liquidate, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

(d) Survival of Terms. Sections 4, 5, 6, 7(d), 7(e), 8, 9 and 10 shall survive the expiration or termination of this Agreement.

(e) Effect of Termination. Upon termination of this Agreement, Company will immediately remove the VeriSign Marks and all Links from each Company Site and cease the use of the VeriSign Marks.

8. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A BREACH OF THE OBLIGATION OF CONFIDENTIALITY UNDER SECTION 5 OR OBLIGATIONS OF INDEMNIFICATION UNDER SECTION 6, THE PARTIES AGREE THAT THEIR ENTIRE LIABILITY TO EACH OTHER, AND THE EXCLUSIVE REMEDY, ARISING OUT OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNTS PAID BY COMPANY HEREUNDER OR \$100,000, WHICHEVER IS GREATER. EXCEPT WITH RESPECT TO A BREACH OF THE OBLIGATION OF CONFIDENTIALITY UNDER SECTION 5 OR OBLIGATIONS OF INDEMNIFICATION UNDER SECTION 6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE BREACH OF THIS AGREEMENT OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF THE OBLIGATION OF CONFIDENTIALITY UNDER SECTION 5 OR OBLIGATIONS OF INDEMNIFICATION UNDER SECTION 6, IN NO EVENT WILL VERISIGN BE LIABLE FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES ARISING OUT OF THE TERMINATION OF THIS AGREEMENT.

9. DISCLAIMERS

THE SERVICES PERFORMED BY VERISIGN AND ANY PRODUCT OR SERVICE FURNISHED BY VERISIGN UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, REGISTRATION OF DOMAIN NAMES, DATA, REPORTS, DOCUMENTATION, SCRIPTS AND SOFTWARE, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND. VERISIGN MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCT OR SERVICE OF VERISIGN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. VERISIGN MAKES NO REPRESENTATION THAT THE VERISIGN SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND VERISIGN SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

10. GENERAL PROVISIONS

(a) Notices. All notices which either party is required or may desire to serve upon any other party shall be in writing and addressed to the party to be served at the respective addresses set forth at the top of this Agreement. Any such notice may be served personally or by certified mail (postage prepaid), internationally commercially recognized overnight delivery service (such as Federal Express or DHL), courier or other written communication. Notice shall be deemed served upon personal delivery or upon the second business day after the date sent. Either party may change the address to which notices are to be delivered by written notice to the other party served as provided in this Section 10(a).

(b) Entire Agreement. This Agreement, together with the Products and Services Order(s) executed hereunder, constitutes the entire understanding and agreement between VeriSign and Company with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between VeriSign and Company concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

(c) Amendments. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by each of the parties hereto. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof.

(d) Waiver. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

(e) Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 10(e)

extends for a period in excess of thirty (30) days in the aggregate, VeriSign may immediately terminate this Agreement.

(f) Headings. The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they may relate. Such headings are not part of this Agreement and shall not be given any legal effect.

(g) Severability. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(i) Assignment. Neither Company nor VeriSign may assign or transfer this Agreement without the prior written approval of the other party and the U.S. Government. Any assignment in violation of this Section 10(i) shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and VeriSign.

(j) Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

(k) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to conflict of law principles. The parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in the state and federal courts located in Fairfax County and the Eastern District of the Commonwealth of Virginia, United States of America.

(l) Order of Precedence. In the event of a conflict between any Products and Services Order and this Agreement, the terms of the Products and Services Order shall govern.

(m) Approvals. All material changes in this Agreement require the approval of the U.S. Government.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date written below.

VERISIGN, INC.

By: [Signature]

Name: Robert J. Korzeniewski

Title: BVP

Date: 8/13/01

EDUCAUSE

By: [Signature]

Name: Mark Luker

Title: Vice President

Date: 8/13/01

ATTACHMENT A

.EDU REGISTRATION OBLIGATIONS

Company and VeriSign agree to comply with the following obligations:

1. DEFINITIONS

- 1.1 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.
- 1.2 "DNS" refers to the Internet Domain Name System.
- 1.3 "IP" means Internet Protocol.
- 1.4 "Domain Name" refers to a second-level domain in the .edu top-level domain of the DNS.
- 1.5 "Domain Name Registrant" refers to a person or entity who has applied for or entered a .edu Registration Agreement for one or more Domain Names.
- 1.6 "SLD Name" refers to a second level domain name being registered in the .edu TLD.
- 1.7 "SRS" refers individually and collectively to all of the databases, servers, software, protocols, specifications, templates, documents, rules and methodologies that comprise the system used by VeriSign to perform any of the Distribution and Promotion Services described herein. "SRS" does not include any of the Company databases, servers, software, protocols, specifications, templates, documents, rules and methodologies resident at Company facilities that comprise the system used by Company to perform its part of any of the Distribution and Promotion Services described herein.
- 1.8 A "TLD" is a top-level domain of the DNS.
- 1.9 The "Licensed Product" refers to the Registry Registrar Protocol ("RRP"), Application Program Interfaces ("APIs"), and software, collectively..
- 1.10 "Deployment Date" shall mean the date in which the System is fully functional to allow the registration of .edu domain names through the SRS.
- 1.10 The "System" refers individually and collectively to all of the databases, servers, software, protocols, specifications, templates, documents, rules and methodologies that comprise the system used by VeriSign to register and enable the registration of Domain Names in the .edu TLD, and which will be used by VeriSign pursuant to the terms and conditions of this Agreement to support VeriSign' registration activities.
- 1.11 "WHOIS," for purposes of this Exhibit, shall refer to a command line or Web based service that allows for a third party to find the technical and administrative details about a registered domain name, including fields as defined in Section 6.1 of this Exhibit, Attachment A.
- 1.12 "Zone Files" shall mean and refer to those data files that contain the data needed to resolve Internet domain names in the .edu TLD to Internet Protocol (IP) numbers.

2. DOMAIN NAME INFRASTRUCTURE SERVICES.

2.1 Service Description. Commencing on the Deployment Date, as defined in Section 3.1 below, and continuing throughout the Term of the Agreement and subject to the terms hereof, VeriSign shall provide the following services for the .edu TLD (individually and collectively, "Infrastructure Services"):

2.1.1 The VeriSign Registrar shall provide an API in order to receive data, specified in Section 6 below, for registration of all .edu SLD Names from Company and to provide port 43 WHOIS service.

2.1.2 VeriSign Global Registry Services shall receive from the VeriSign Registrar a subset of the data, specified in Section 6 below consisting of the SLD Name registered and the IP address of the corresponding nameservers for propagation to its TLD zone server constellation. VeriSign Global Registry Services shall supply, configure, maintain and operate the TLD zone server constellation for the .edu TLD.

2.2 Infrastructure Features. The features, functionality and all other aspects of the Infrastructure Services shall be as determined by VeriSign, and Company agrees that VeriSign may modify the Infrastructure Services from time to time in its sole discretion, provided, that VeriSign will not materially change the features or functionality of the Infrastructure Services without obtaining Company's prior written consent to such material change (which shall not be unreasonably withheld).

2.3 License Grant. Subject to the terms of the Agreement, Company hereby grants VeriSign the exclusive, worldwide, unfettered and comprehensive right and license during the Term of this Agreement to render Infrastructure Services.

2.4 Ownership of the System. Throughout the Term of this Agreement, VeriSign shall retain all right, title and interest in the System except as provided in Section 6 and incorporated by reference herein, and all copyrights, trademarks, service marks, trade secrets, patents or any other intellectual and industrial property and proprietary rights therein, except as provided in Section 11. Company will not, and will not authorize any third party to (a) create derivative works of, adapt, alter or, in any way, modify the System, or (b) translate, decompile, disassemble, reverse compile, reverse engineer or decode the System. VeriSign hereby reserves all rights not expressly granted to Company in this Agreement.

2.5 Company Requirements.

2.5.1 Company shall perform the screening necessary to determine if an institution is eligible to register an .edu SLD Name in accordance with the terms of its cooperative agreement with the U.S. Department of Commerce.

2.5.2 Company shall provide to VeriSign an electronic copy of all .edu registry domain name records, including existing .edu SLD Name registration records ("Initial Disclosure"), and such other data as VeriSign may reasonably request to enable it to perform Infrastructure Services in a format prescribed by VeriSign. Company shall provide to VeriSign not less than forty-eight (48) hours prior to the Deployment Date an electronic copy of any .edu registry domain name records not included in the Initial Disclosure. Company shall notify VeriSign of the approval of an institution's request for an .edu SLD Name registration. Company represents and warrants that the information it provides to VeriSign is accurate and complete.

- 2.5.3 Company shall use commercially reasonable efforts to integrate its technology with that of VeriSign for purposes of providing Infrastructure Services.
- 2.5.4 Company shall be responsible for verifying that VeriSign's name servers shall at all times be listed with ICANN and in the root servers as the definitive name servers for the .edu TLD. Company shall be the named administrative contact with ICANN for the .edu TLD. VeriSign shall remain the named technical contact with ICANN for the .edu TLD.
- 2.5.5 Company shall keep all necessary and appropriate records to support the approval or disapproval of .edu SLD Name registrations.

3. **DEVELOPMENT SERVICES.**

3.1 **Service Description.** VeriSign shall complete the development of the System and any other hardware, software, protocols or methodologies necessary to enable VeriSign to perform the Infrastructure Services as described in Section 2 above ("Development Services"), provided Company provides VeriSign with reasonable cooperation. VeriSign shall complete such Development Services work within sixty (60) days of the Effective Date provided Company provides VeriSign with reasonable cooperation. The date on which VeriSign completes such Development Services shall be referred to herein as the "Deployment Date."

4. **DISTRIBUTION AND PROMOTION SERVICES.**

4.1 **Uniform Procedures.** Subject to the terms hereof, VeriSign will adhere to all Uniform Procedures relating to .edu SLD Names, provided such procedures are not inconsistent with the terms of this Agreement and do not either: (a) materially alter or vary either party's rights and obligations under this Agreement; or (b) have a material adverse effect on the System. The parties agree to develop the Uniform Procedures within thirty (30) days of the Effective Date. The Uniform Procedures shall not: (a) be inconsistent with the terms of this Agreement, (b) materially alter or vary either party's rights and obligations under this Agreement; or (c) have a material adverse effect on the System. Company shall exercise its discretion in revising the mutually agreed upon Uniform Procedures and promulgating additional Uniform Procedures for the benefit of the .edu TLD, provided such revisions or additions: (a) are not inconsistent with the terms of this Agreement, (b) do not materially alter or vary either party's rights under this Agreement, or (c) do not have a material adverse effect on the System. In the event that Company revises a Uniform Procedure or promulgates an additional Uniform Procedure, Company will provide VeriSign with reasonable advance written notice, including in appropriate circumstances immediate notice, of the revised or additional Uniform Procedures.

4.2 **Ownership of SRS.** Throughout the Term of the Agreement, VeriSign shall retain all right, title and interest in the SRS and all copyrights, trademarks, service marks, trade secrets, patents or any other intellectual and industrial property and proprietary rights therein. Except as otherwise provided herein, VeriSign Registrar shall provide Company with access to its SRS enabling Company to transmit SLD Name registration information for the .edu TLD according to a protocol developed by VeriSign and known as the Registry Registrar Protocol ("RRP"). Company will not, and will not authorize any third party to (a) create derivative works of, adapt, alter or, in any way, modify the SRS without the prior written consent of VeriSign unless otherwise expressly stated in this Agreement, or (b) translate, decompile, disassemble, reverse compile, reverse engineer or decode the SRS. VeriSign hereby reserves all rights not expressly granted to Company in

this Agreement. VeriSign shall be solely responsible throughout the Term to provide WHOIS look-up capability.

4.3 **Company Requirements.** Company shall agree to develop and employ in its domain name registration business all reasonably necessary technology and restrictions to ensure that its connection to the SRS is secure. All data exchanged between Company's system and the System shall be protected to avoid unintended disclosure of information. Each session between Company and VeriSign Registrar shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. VeriSign agrees to authenticate every Company and VeriSign Registrar client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by VeriSign and its VeriSign password, which it shall disclose only to its employees with a need to know. Company agrees to notify VeriSign within four (4) hours of learning that its password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

4.4 **Grant of Application License, Technical Assistance and Certification.** VeriSign hereby grants, and Company accepts, an irrevocable, non-exclusive, worldwide, non-transferable, non-sublicensable, limited license to use the menu driven command line interface ("Application") and the accompanying library and documentation solely for the internal purpose of communicating with the System. The Application shall contain the complete protocol functionality necessary to access the System. Subject to sections 6 and 11 below, VeriSign shall retain all right, title and interest in and to the Application, and all copyrights, trademarks, trade secrets, service marks, patents or any other intellectual and industrial property and proprietary rights therein. Company will not, and will not authorize any third party to: (a) create derivative works of the Application; or (b) translate, decompile, disassemble, reverse compile, reverse engineer or decode the Application; or (c) use the Application to compete with VeriSign in any way; provided, however, that Company may develop derivative works for its internal use only. VeriSign hereby reserves all rights not expressly granted to Company in this Agreement.

4.4.1 **VeriSign' Obligations.** VeriSign shall provide the Application, including all attendant source code interfaces and functionality necessary for Company to access the System. VeriSign shall also provide Company with reasonable technical assistance regarding use and operation of the Application prior to deployment of the System with the objective that the Application will be capable of passing the VeriSign' technical certification test (the "Test"). VeriSign shall provide access to the System only after Company has successfully completed the Test. VeriSign shall bear no responsibility, nor any liability, to provide technical assistance or support for Company's integrated technology after that technology has successfully passed the Test. VeriSign shall bear no responsibility, nor any liability, to provide Application support after the Company has successfully passed the Test. Further, VeriSign shall bear no responsibility, nor any liability, in connection with use of the Application if Company modifies the Application. Company shall own any inventions or works of authorship, whether or not they are reduced to practice, that Company develops independently hereunder, however, nothing herein shall grant Company any rights in or to the Application or derivative works thereof; provided, however, that the parties acknowledge and agree that any interface Company creates with its end-users shall not constitute a derivative work and further provided that the parties agree and acknowledge that functionality that Company develops, but is not dependent upon, and does not include, the Application shall not constitute a derivative work.

4.4.2 **Company Obligations.** Company shall procure all hardware or third-party software licenses necessary to install, support and maintain the Application. Company shall prepare for and pass the Test within a reasonable period of time after the Effective Date. However, Company's ramp-up activities, including passing the Test, shall in no way delay or otherwise affect the Deployment Date.

4.5 **SLD Name Registrant Support.** VeriSign shall not be responsible for providing any services directly to SLD Name Registrants. Company shall be solely responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept domain name registration orders, modifications or any other request for customer support from SLD Name Registrants. VeriSign shall be under no obligation to perform any services on behalf of SLD Name Registrants.

4.6 **.edu Registry Data Reports.** VeriSign shall provide the following reports to Company:

4.6.1 VeriSign shall provide an electronic copy of the WHOIS data stored in the .edu TLD database on a monthly basis on or before the 15th day of the next month.

4.6.2 Monthly registration totals of .edu SLD Names on or before the 15th day of the next month.

4.7 **Upgrades to the System.** VeriSign may, from time to time, modify or upgrade the System on the same terms as made available to the .com TLD domain. VeriSign will provide Company with a notice prior to the implementation of any material changes to the System. All licenses granted herein shall apply to all upgrades and modifications to all or part of the System. Nothing herein shall be construed to obligate VeriSign to create any upgrades.

5. **REGISTRATION DATA.**

VeriSign and the Company agree that all information or data that has been provided by US Government, or collected from institutions during the Term, for the purpose of registration in the .edu TLD is the property of the U.S. Government, to be managed under the authority of Company for the duration of its cooperative agreement with the U.S. Government. VeriSign and Company agree that the U.S. Government retains unlimited rights in all data delivered under this contract and in all data first produced under the terms of this contract.

6. **PUBLIC ACCESS TO DATA ON SLD NAME REGISTRATIONS.**

During the Term of this Agreement:

6.1 VeriSign shall provide an interactive web page and a port 43 WHOIS service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active SLD Name registrations sponsored by Company for the .edu TLD. The data accessible shall consist of elements that are designated from time to time according to policy determined through the cooperative agreement between Company and the U.S. Department of Commerce. Until specified otherwise, this data shall consist of the following elements:

6.1.1 SLD Name being registered and the TLD for which registration is being requested;

6.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the SLD Name;

6.1.3 The corresponding names of those nameservers;

6.1.4 The identity of Company as sponsor (which may be provided through Company's website);

6.1.5 The original creation date of the registration;

6.1.6 The anniversary date of the registration, if applicable;

6.1.7 The name and postal address of the SLD Name holder;

6.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the SLD Name; and

6.1.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the SLD Name.

6.2 Upon receiving any updates to the data elements listed in Sections 6.1.2 through 6.1.4 and 6.1.7 through 6.1.9 from the SLD Name holder, Company shall promptly update such data to the VeriSign Registrar.

6.3 VeriSign may subcontract its obligation to provide the public access described in Section 6.1 and the updating described in Section 6.2, provided that VeriSign shall remain fully responsible for the proper provision of the access and updating. All such subcontracts required the approval of the U.S. Government.

6.4 VeriSign and Company shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (b) enable high volume, automated, electronic processes that apply to VeriSign (or its systems).

6.5 To comply with applicable statutes and regulations and for other reasons, the U.S. Department of Commerce may from time to time adopt Procedures establishing limits on the personal data concerning SLD Name registrations that VeriSign may make available to the public through a public-access service described in this Section 6 and on the manner in which VeriSign may make them available. In the event the U.S. Department of Commerce adopts any such policy, VeriSign and Company, if applicable, shall abide by it.

7. EFFECT OF TERMINATION AND SURVIVAL OF TERMS.

7.1. Upon the effective date of the termination or expiration of the Agreement, Company shall pay VeriSign all payments owed, if any, through the effective date of termination, less any credits owed to Company. In the event that the parties terminate this Agreement, then at the written request of Company, VeriSign agrees to provide reasonable cooperation and assistance in effecting a transition of the functions it performs to the successor company. Upon designation by Company, VeriSign shall use commercially reasonable efforts to cooperate with Company and the U.S. Department of Commerce to facilitate the smooth transition of operation of the .edu TLD. Such cooperation shall include timely transfer to the successor registrar or registry of an electronic copy of the then-current top-level domain registration data and, to the extent such information is available, specification of the format of the data. Upon receipt of written acknowledgement by the successor registrar or registry that it has accepted full and complete responsibility

for all tasks associated with administering the .edu domain, Company will relieve, release, and discharge VeriSign from any responsibility for administering the .edu TLD.

7.2 In the event of termination or expiration of the Agreement, the following sections of this Exhibit shall survive: Agreement Sections 4 (Proprietary Rights); 6 (Representation, Warranties, and Indemnification); and 8 (Limitation of Liability); and AGREEMENT Attachment A Sections 7 (Effect of Termination and Survival of Terms) and 9 (Notice of Proceedings).

8. FURTHER ASSURANCES.

Company and VeriSign shall provide assurances and representations in writing and execute documents, from time to time as reasonably requested by either party to allow either party to fully exercise, enforce and exploit its rights under this Agreement, including without limitation, providing assurances and representations as to the status and validity of VeriSign's operations for the .edu TLD pursuant to this Agreement as well as of the sufficiency of the qualifications of VeriSign, including without limitation, assurances, as required, to the United States Government.

9. NOTICE OF PROCEEDINGS.

Company shall promptly notify VeriSign of the commencement of any and all actions, proceedings, arbitrations, investigations, disputes or challenges relating to: (i) Company's rights with respect to the .edu TLD; and/or (ii) VeriSign's rights under this Agreement. Company will defend and hold VeriSign and its subsidiaries, affiliates, officers, directors and employees harmless from any damage or liability resulting therefrom. VeriSign agrees to co-operate in such defense of any such action proceeding, arbitration, investigation, dispute or challenge and the parties may employ counsel, lobbyists and advisors, at each party's expense, to assist in the defense of any such action, proceeding, arbitration, investigation, dispute or challenge.

VeriSign will have the right to institute and prosecute any action or proceeding against any third party to protect the rights granted to VeriSign under this Agreement and Company agrees to co-operate with VeriSign in any such proceeding, as reasonably requested by VeriSign and, including without limitation, being named as a party. The parties shall each bear their own costs.

Products and Services Order #1F

VeriSign Products and Services

1. Products and Services Order.

This Products and Services Order shall apply to all Internet domain name registrations conducted by Company through Network Solutions, Inc., a wholly-owned subsidiary of VeriSign ("VeriSign"), as its provider of domain name registration services in the .edu TLD on the Internet, as set forth in Section 3(a) below. This Products and Services Order shall not include the registration of any MultiLingual domain names.

2. Definitions.

(a) "Company Site(s)" means the Web Site(s) owned or controlled by Company through which Company will make second-level domain name registration services available to its customers pursuant to the Program, presently located at the following URLs: _____.

(b) "E-mail Template" means VeriSign's e-mail template request form that Program members, on behalf of their customers, can use to request that VeriSign register a second-level domain name(s) in the TLDs on the Internet wherein VeriSign provides domain name registration services. The parties acknowledge and agree that these domain name registrations may eventually be accomplished through a domain name registration Application Program Interface ("Registration API"), and that when the same is made available to Company by VeriSign (and enabled by Company in accordance with this Agreement), all references herein to "E-mail Template" shall thereafter be deemed to be references to the Registration API.

3. Terms and Use of Products and Services.

(a) Company Obligations.

(i) Company agrees to use VeriSign, on an exclusive basis, to register second-level domain names in the .edu TLD. As used herein, "exclusive basis" shall mean Company registers through VeriSign, as its domain name registration service provider, all of the domain names registered by or through Company during the Term of the Agreement.

(ii) Company shall perform the screening necessary to determine if an institution is eligible to register an .edu SLD Name in accordance with the terms of Company's cooperative agreement with the U.S. Department of Commerce. Company shall notify VeriSign of the approval of an institution's request for an .edu SLD Name registration. Company represents and warrants that the information it provides to VeriSign is accurate and complete.

(iii) Company shall keep all necessary and appropriate records to support the approval or disapproval of .edu SLD Name registrations.

(iv) Upon execution of this Products and Services Order, and as a condition to VeriSign accepting orders from Company, Company shall complete the Information Sheet as set forth in Exhibit 1-A hereto or as otherwise available on-line; such Information Sheet shall be completed by Company, irrespective of whether Company has submitted a similar Information Sheet to VeriSign prior to the date hereof. Company shall use the E-mail Template, software script or other tools licensed by VeriSign hereunder to submit requests on behalf of its customers for the registration of SLD Names in the .edu TLD. Upon VeriSign's request, Company shall properly utilize its systems, as enabled by VeriSign, to the Registration API, and thereafter use the Registration API to effect registrations hereunder. Company shall submit all E-mail Templates and other orders to VeriSign from the e-mail address designated by Company in its application to VeriSign, and shall include with such submissions the unique identification number ("Channel ID") provided to Company by VeriSign.

(v) Company agrees to perform any additional obligations set forth in Exhibit 1-B.

(c) Services. VeriSign Registry will use commercially reasonable efforts to process all correct and complete orders submitted by Company and to register the requested domain name in the .edu TLD registry database within twenty four (24) hours after receipt of the E-mail Template or order. In addition, VeriSign will use commercially reasonable efforts to process all other orders for VeriSign Products and Services within twenty four (24) hours after receipt of the order.

(d) License of Access to Domain Server and Tools. VeriSign grants to Company and Company accepts a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license to access VeriSign's domain name lookup servers which hosts the .edu TLD registrant database ("Whois Database") and to use VeriSign's E-mail Template, software script and other tools for the sole purpose of determining the availability of character strings to register as SLD Names and submitting orders to VeriSign for VeriSign Products and Services and for no other purposes. Without limiting the foregoing, Company shall not access the Whois Database to (i) enable high volume, automated, electronic processes that apply to VeriSign (or its systems) for the registration of second-level domain name(s); or (ii) enable high volume automated electronic queries against VeriSign's Whois Database or the Whois Database of the VeriSign Global Registry. In addition, Company shall not use the E-mail Template, software script or other tools provided by VeriSign with any other domain name registration service provider.

(e) Products and Service Terms. Company understands and agrees that VeriSign, in its sole discretion, will establish, and may modify from time to time, the terms applicable to VeriSign's Products and Services. VeriSign reserves the right to reject any E-mail Template or order for any VeriSign Products and Services pursuant to this Agreement and the Service Agreement for reasons of technical errors, but will otherwise accept and process requests for new registrations and corrections to existing registrations at the request of Company provided such requests comply with VeriSign technical operational requirements.

(f) Service Agreement. Company shall require its customer to agree, or Company as an agent of its customer shall agree, to be bound by the then current VeriSign Service Agreement prior to ordering, engaging or participating in any of the VeriSign Products or Services offered by VeriSign, as specifically forth in the Products and Service Order(s), on behalf of any customer

(g) Customer Support. VeriSign will provide support to Company through the Business Services Support Center to handle issues regarding domain name registrations, modifications,

changes, payment and related issues. VeriSign will provide Company with a full customer support package which includes an e-mail address and phone number to contact a VeriSign business support center during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

(h) Term. This Product and Services Order will commence as of the date set forth below and will continue for a period of two (2) years ("Initial Term") unless terminated earlier as set forth in this Agreement. In the event of termination or expiration of this Products and Services Order or the Agreement, the obligations set forth in Section C of Exhibit 1-B shall survive for a period of one (1) year following the effective date of termination or expiration.

This Products and Services Order may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Products and Services Order to be duly executed and delivered as of the date written below.

VERISIGN, INC.

By: [Signature]

Name: Robert J. Konzeniwski

Title: EVP

Date: 8/13/01

EDUCAUSE

By: Mark Luker

Name: Mark Luker

Title: Vice President

Date: 8/13/01

Products and Services Order #1 – Exhibit 1-A

Information Sheet

All of the following fields, except where stated otherwise, are required.

Company Name: _____

Also Known as _____

Channel ID (for existing partners only): _____

Contact NIC Handle: _____

Tax I.D. or Social Security # _____

Address: _____

Address: (optional) _____

Address: (optional) _____

Address: (optional) _____

City, State, Zip: _____

USA Only

Country: _____

Telephone: _____

Contact's Name: _____

Contact's Title: _____

Contact's Telephone: _____

Contact Email Address: _____

Anticipated Registration Volume: _____

Company Legal

Structure: _____

State/Province/Country

Company Formed In & Date Formed: _____

Number of Employees

(optional): _____

Credit Reporting Agency

(optional): _____

Agency Reference

Number (optional): _____

Designated primary Mailfrom Address: _____

Requested MailTo Address - VeriSign alias: _____

Products and Services Order #1 – Exhibit 1-B

Additional Obligations of Company

A. Commencing upon the Effective Date and in addition to the terms set forth in the Products and Services Order, Company agrees to the following terms:

1. Company will grant VeriSign space at Company's trade show in EDUCAUSE 2001. Company will provide VeriSign two 10 x 10 booths and all necessary equipment afforded other platinum partners. Additional space may be available for purchase at Company platinum partners' preferential rates at VeriSign's discretion.
2. VeriSign shall be granted platinum corporate membership in EDUCAUSE after the initial year of supporting operations of .edu according to normal policies for EDUCAUSE Corporate membership.
3. VeriSign shall be granted corporate membership in Net@EDU (<http://www.educause.edu/netatedu/>).
4. VeriSign will be entitled to contribute technical columns or papers to appropriate publications, conference proceedings, and web-sites sponsored by Company subject to normal EDUCAUSE editorial procedures and controls. (The parties agree that technical papers may not include product marketing and there is a limit of one article per corporate partner per eighteen (18) month period in EDUCAUSE Review.)
5. At any Company conference in which there is signage for any Company platinum partner, Company shall also display signage featuring VeriSign that is no less prominent than Company affords to other platinum partners. Company shall also display signage at all appropriate Company conferences welcoming VeriSign to new platinum status as of 2002.
6. During the 2001 annual conference program Company will recognize VeriSign with announcements of VeriSign's new partnership status and the VeriSign's role in the operations of the .edu TLD in 2001, with full listing as a platinum member in subsequent years.
7. VeriSign shall have full participation on the EDUCAUSE Corporate Advisory Council.
8. VeriSign shall have full participation in the EDUCAUSE Corporate Forum.
9. VeriSign shall receive a private annual briefing/discussion with Company leaders on higher education perspectives and approaches to important information technology issues, such as PKI, security, privacy, DNS, e-learning, etc., that could be used to help craft and evaluate special programs.
10. Company shall provide VeriSign ten (10) free registrations to Company meetings, including full participation in sessions, meals, social events, and proceedings. In addition, VeriSign can send an unlimited number of representatives with pre-registration at no cost to participate in Company trade shows at the annual meeting, CUMREC, NERCOMP, or for the regular exhibitor fee (presently \$25

each) without preregistration. (Trade show attendance does not include meals and full conference participation.)

11. Company shall provide VeriSign: (a) one (1) free 4-color, full-page advertisement in EDUCAUSE Review to replace the usual free black and white ad placed by VeriSign and (b) one (1) additional 4-color, full-page advertisement paid by Company. These two advertisements, representing one per issue, may be augmented by VeriSign at Company platinum partners' preferential rates.

12. Company shall provide VeriSign with two (2) sets of electronic mailing labels and contact data (per year) of the Company membership to be used by VeriSign for advertising purposes in VeriSign's sole discretion and directed to Company's members.

13. Company grants VeriSign a non-exclusive, world-wide, royalty free license to use the Company platinum partner logo (stating that VeriSign is a new platinum partner effective in January 1, 2002) in advertisements and communications.

14. Company will assist VeriSign to make contacts and advise on the relative merits of related organizations that host trade shows for information technology in higher education.

15. VeriSign shall have the opportunity to perform a corporate presentation at any appropriate Company conference according to the usual Company rules and procedures for corporate presentations. VeriSign shall have the opportunity to submit proposals for technical (non-marketing) presentations to the programs of appropriate Company Conferences in the normal manner for that conference. It is understood that not all such proposals may be accepted for presentation by the relevant conference program committees.

16. Within thirty (30) days of the Effective Date of the Agreement, Company shall send an e-mail to its members and partners explaining Company's new role with respect to the .edu TLD, welcoming VeriSign as a Company partner, and recognizing VeriSign's platinum status to be effective January 1, 2001. The content of such e-mail shall be approved in writing by VeriSign prior to distribution.

17. During each year of the Agreement, Company shall grant VeriSign any other rights and privileges afforded other EDUCAUSE platinum members.

18. Company shall recognize VeriSign as a platinum partner above the fold on any part of the Company Web Site in which platinum partners are recognized.

B. Commencing on January 1, 2002, the following terms shall apply:

1. Company shall continue to fulfill its obligations under Sections A(2) through A(4), A(5) (first sentence), A(7) through A(10), A(12) through A(15), and A(17) through A(18) of this Appendix 1-B.

2. During each year of the Agreement, VeriSign will receive full recognition and participation as a platinum partner of Company.

3. During each year of this Agreement, Company shall grant VeriSign space at Company's trade show in 'EDUCAUSE 200X'. Company will provide VeriSign two 10 x 10 booths and all necessary equipment afforded other platinum partners. Additional space may be available for purchase at Company platinum partners' preferential rates at VeriSign's discretion.

4. During each year of this Agreement, Company shall provide VeriSign two (2) 10-by-10 booth spaces at Company's additional meetings with vendor shows (NERCOMP, and CUMREC) at no additional cost to VeriSign.

5. During each year of the Agreement, Company shall provide VeriSign: (a) one (1) free 4-color, full-page advertisement in EDUCAUSE Review to replace the usual free black and white ad and (ii) five (5) additional 4-color advertisements paid by Company. These six (6) advertisements, representing one per issue, can be augmented by VeriSign at Company platinum partners' preferential rates.

C. The rights conferred to VeriSign under this Exhibit 1-B shall be equally divided between the VeriSign Registrar and VeriSign Global Registry Services, unless determined otherwise by the parties.

D. In the event the Agreement is not renewed by the parties beyond the initial two (2) year term, Company agrees to continue to fulfill its obligations under Section B of this Appendix 1-B for one (1) additional year after the effective date of termination or expiration of the Agreement.