

## Network Solutions Partner Agreement

### Exhibit 3 Additional Terms Applicable To Services In The .EU TLD.

In addition to the terms and conditions in the Partner Agreement ("Agreement") and other applicable Exhibits in the Agreement, the following additional terms and conditions shall apply to any and all purchases of .EU top-level domain name registrations. For clarification purposes, "You", "you", "Your" or "your" as used in this Exhibit 3 shall refer to both you (Partner) and/or your Registrant; moreover, you, as Partner, are hereby representing and warranting that you have the requisite authority to act as your Registrant's agent.

1. **Eligibility Requirements.** You represent and warrant that every registration you are applying for in the .EU top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .EU TLD administrator, European Registry for Internet Domain Names vzw/asbl (.EU Registry), which are available at the EURID website.

2. **Your Obligation to Satisfy Nexus Requirement.** You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .EU Nexus Requirements for your Registrants, and that a failure by you to satisfy the .EU Nexus Requirements may result in, among other things, (i) the domain name pre-registration application(s) being rejected by Network Solutions and/or the .EU Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .EU Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .EU Registry. Neither Network Solutions nor the .EU Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .EU Nexus Requirements information at the time of pre-registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .EU Nexus Requirements, even if the need for such information is known by any of them.

3. **Pre-Registration.** When you submit a .EU pre-registration request, you are authorizing us to attempt to obtain a domain name in the .EU TLD (as described on our Web site and herein) for you if and when .EU Registry launches its sunrise and open-registration period (the "go-live date"). On the go-live date, Network Solutions will submit all pre-registration requests during the sunrise and open registration period and the .EU Registry will review all proposed registration requests on a first come, first serve basis.

4. **Network Solutions Service Agreement.** Partner acknowledges and agrees that as a pre-condition for registration of a .EU TLD, Partner will have the registrant for such .EU TLD agree to Network Solutions' then-current Service Agreement.

5. **Phase One and Two Requirements.** By submitting a pre-registration request for Phase One or Phase Two of the .EU Registry's sunrise periods you certify that you have a prior right or are a public body as defined by EC No. 874/2004 Article 10(1) (April 28, 2004). You also agree to submit the necessary verifiable documentation required by .EU Registry in order to demonstrate that you are a public body or have a prior right. You acknowledge that .EU Registry, or its designee, shall decide at its own discretion whether any documentation you may submit verifies your right to register a domain name(s).

6. **Charges.** By submitting your .EU pre-registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .EU Registry. You will be charged during the sunrise or open registration period when .EU Registry is reviewing your proposed registration prior to their final approval. Proposed sunrise registration requests that are rejected by .EU Registry will still be charged an administrative fee that will not be refunded to you or your Registrant. Sunrise fees, registration fees and other applicable fees may also apply and be charged to you after the sunrise period begins if your proposed registration is accepted and processed by EU Registry. Upon .EU Registry's acceptance of a proposed registration request for a domain name(s), the full registration fee will automatically be charged to you for placing your pre-registration request. Successful .EU registration requests will be subject to the terms of the Agreement, including this Exhibit.

7. **Ban on and Revocation of Certain Domain Names.** You agree that .EU Registry has identified certain domain names that can not be registered during the sunrise and open registration process.

You further accept that .EU Registry and Network Solutions reserves the right to deny pre-registration requests that .EU Registry or an EU Member State considers to be defamatory, racist, or contrary to public policy. You understand that .EU Registry may also revoke a domain name at its own initiative for a variety of reasons including but not limited to nonpayment of fees or failure to meet .EU Nexus Requirements.

8. Your Other Obligations. You agree to accept the terms of the .EU Registry's agreement with Network Solutions. You acknowledge that the .EU Registry's terms and conditions related to the sunrise and open registration period as well as its fees have not been determined by .EU Registry. You agree that when the .EU Registry establishes its terms and conditions for the sunrise and open registration period you will be bound by and will abide by those terms and conditions.

9. Contact Information Requirements. You agree to keep all contact information contained related to your pre-registration request for a domain name(s) current so that we can contact you for any reason or so the EU Registry's can contact you for any reason, including, but not limited to, any participation in a validation process for a domain name(s) during the sunrise or open registration period. We take no responsibility in providing the .EU Registry with any e-mail address other than what you provide in your pre-registration request. It is your obligation to keep all contact information, including all e-mail addresses, related to your pre-registration request current.

10. Validation Process. You agree that we shall have no liability to you or other third parties for anything related to the .EU Registry's validation process for a proposed registration request that we have submitted and is pending final .EU Registry approval. You acknowledge and agree that it is your responsibility to ensure that you meet all of the requirements that are involved in .EU Registry's validation process for your proposed registration request for a domain name(s). You agree that we are not responsible or liable in any way if your proposed registration request is rejected for any reason, including but not limited to the .EU Registry's failure or inability to contact you or your failure to respond to .EU Registry's request for supporting documentation, during the validation process.

11. No Guarantees. We make no guarantees, representations or warranties that your proposed registration request for a domain name will be accepted by .EU Registry. You acknowledge and agree that the proposed registration request for a domain name(s) submitted by Network Solutions to .EU Registry domain name may fail or be rejected by .EU Registry for any number of reasons, including, but not limited to, the fact that your proposed registration request for a domain name was not first in time. You acknowledge and agree that the successful registration of a pre-registration request during the sunrise period will depend upon a number of different factors that Network Solutions cannot predict or control.

12. Acknowledgment of .EU Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".EU Policies") that are posted or referred to on the EU Registry's website. You agree to comply with any and all current and future .EU Policies at any and all times. You agree that, by maintaining any service related to your pre-registration request (which may include the ultimate registration of a domain name) after such posting of any new or amended .EU Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .EU Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

13. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .EU Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .EU Registry (for example, the .EU Registry reserves the right to suspend, reject, deny or revoke any domain name registration for a variety of reasons, none of which Network Solutions can control).

14. Accurate Information. As a part of your pre-registration, you agree to submit the accurate and reliable information, including but not limited to, contact details of at least one natural or legal person responsible for the technical operation of the domain name that you are requesting. The submission of inaccurate information shall constitute grounds for rejecting a pre-registration request or proposed registration request or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information, or your failure promptly to update information provided to Network Solutions shall

constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

15. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .EU proposed registration request to the .EU Registry through Network Solutions Europe, LLC, and that all pre-registration requests submitted by you hereunder will be submitted by Network Solutions Europe, LLC on or after the go-live date.

16. No Guarantee on Registration. The .EU Registry, and not Network Solutions, determines the dates and times associated with the various sunrise and open registration periods available for the .EU TLD. You agree to review and become familiar with the information available on our website and on .EU Registry website concerning the various periods and descriptions of services available in connection with .EU TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of a proposed registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name.

17. Registration Approval. You understand that any successful registrations that are approved by the .EU Registry shall not start until at least the completion of the sunrise period.

18. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of pre-registration requests prior to live .EU launch or the submission of proposed registration requests to the .EU Registry including, without limitation, your ability or inability to obtain a particular domain name including any dispute resolution proceeding related to any of the foregoing. Network Solutions assumes no liability for any pre-registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by .EU Registry or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .EU Registry for any reason, including but not limited to the termination of .EU Registry's registration authority, or its bankruptcy.

19. Indemnification. In addition to Section 8 of this Agreement on Indemnity, you are to indemnify, release, defend and hold us harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your pre-registration request; (c) any dispute with the .EU Registry or a third party arising out of your pre-registration request; (d) any dispute related to the validation process for your pre-registration request; or (e) any dispute arising out of the ADR process described in EC No. 874/2004, Ch. VI. Art. 20-23 (April 28, 2004) that involved the domain name(s) in your pre-registration request.

20. Additional Acknowledgments Concerning Customer Information. You also acknowledge and agree that Network Solutions will share with the .EU Registry certain information submitted by you in your application for our services and pre-registration request, as required by our agreement(s) with the .EU Registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .EU registry may be used by them to fulfill the .EU registry's service obligations to us or any third party. You hereby grant us and the .EU registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark

21. Acceptable Use. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

22. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

23. Governing Law: You agree that any disputes between you and the .EU Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .EU Registry are to be brought before the tribunal of .EU Registry's choice. All disputes between you and Network Solutions are subject to Section 14.2 (Governing Law) of this Agreement.

24. Dispute Resolution Policies. Accept as provided by Section 14.2 (Governing Law) of this Agreement, you agree that every service for which you register, including a pre-registration request for a domain name, is subject to the policies and procedures related to the "Revocation and Settlement of Conflicts" as detailed in EC No. 874/2004 Chapter VI, Articles 20-23 (April 28, 2004) found at: [http://europa.eu.int/eur-lex/pri/en/oj/dat/2004/l\\_162/l\\_16220040430en00400050.pdf](http://europa.eu.int/eur-lex/pri/en/oj/dat/2004/l_162/l_16220040430en00400050.pdf) and any other dispute policies that are found at the .EU Registry's website.

25. For purposes of .EU domain name related services, as used in this Schedule and all other applicable terms of this Agreement, "Network Solutions" shall mean both Network Solutions Europe, LLC and Network Solutions, LLC. You acknowledge and agree that for purposes of all .EU domain name related services, this Agreement is between you and both Network Solutions, LLC and Network Solutions Europe, LLC (collectively, referred to as "Network Solutions" herein).

26. Supplemental Terms and Conditions. The terms and conditions of this Exhibit are in addition to the terms and conditions of all other Exhibits to the Partner Agreement related to domain name registration services. Defined terms used herein, and not otherwise defined, shall have the meanings given them in the Agreement.