

## TEAMING AGREEMENT

This Agreement (the "Agreement") is entered into this 30th day of September, 2000, between **ICM Registry, Inc.**, a corporation duly incorporated under the laws of the State of Delaware, having its head office at 2300 Yonge Street, Suite 907, PO Box 2326, Toronto, Ontario M4P 1E4 (hereinafter referred to as "ICMR"), and **The .TV Corporation International**, a corporation duly incorporated under the laws of State of Delaware, having its principal offices at 130 West Union St., Pasadena, CA 91103 (hereinafter referred to as the "DTV").

**WHEREAS**, DTV is the exclusive registry operator for the second-level domain names in the .TV top-level domain through an agreement with the country of Tuvalu;

**WHEREAS**, in January of 1998, the Department of Commerce (DoC) determined that domain name registration should be a competitive, market-driven business administered by non-governmental private sector entities;

**WHEREAS**, on July 16, 2000, the Board of the Internet Corporation for Assigned Names and Numbers (hereinafter referred to as "ICANN"), issued a request for proposals (hereinafter referred to as the "RFP") from entities seeking to sponsor or operate one or more new Top Level Domains ("TLD");

**WHEREAS**, in response to the RFP, ICMR intends to submit a proposal to ICANN to become a for-profit accredited Unsponsored Chartered Top Level Domain Registry Operator for the '.XXX' extension (hereinafter "'XXX' Registry Operator");

**WHEREAS**, the parties have complementary capabilities not available within their own respective companies, and each believes it is to their mutual benefit to act as a team and to cooperate for the purpose of preparing and submitting the Proposal for the '.XXX' Registry Operator; and

**WHEREAS**, ICMR and DTV desire to define their respective rights and obligations (a) with respect to the preparation and submission of the Proposal, and (b) in the event ICMR is awarded by ICANN the contract for exclusive operation and sponsorship as the '.XXX' Registry Operator (hereinafter referred to as the ".XXX Sponsorship Contract")

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ICMR and DTV hereby agree as follows:

1. **Recitals.** The recitals contained above are incorporated into and form a part of this Agreement.
2. **Defined Terms.** Except as otherwise expressly provided in this Agreement the following capitalized terms shall have the respective meanings ascribed to them for all purposes of this Agreement:

"Active Second Level Domain" shall mean all domain names that are registered in the .xxx domain, excluding any second level domain names that are black listed as part of any trademark protection program would not be considered active.

"Advance" shall mean each advance of monies by DTV to ICMR pursuant to Section 3 hereof.

"Borrowing" means the borrowing by ICMR under the Line of Credit.

"Borrowing Date" means the date that funds for a Borrowing are deposited into ICMR's general working capital bank account.

"Line of Credit" shall have the meaning set forth in Section 3 of this Agreement.

"Promissory Note" shall mean that certain Reducing Revolving Promissory Note executed and delivered by ICMR in favor of DTV in accordance with Section 3 and in substantially the form of Exhibit B attached hereto.

"Primary Registry Services" shall include those services as defined in Schedule B.

"Repayment Funds" means the aggregate of:

- (a) Three dollars (\$3.00) for each .XXX domain name registration fee collected by ICMR, and
- (b) Fifteen percent (15%) of the gross revenue collected by ICMR from the auction of .XXX domain names.

"Security Agreement" shall mean that certain Security Agreement and Collateral Assignment of Contracts between ICMR and DTV dated as of even date herewith.

"Total Line of Credit" shall mean the aggregate amount invested by ICMR investors and other third parties.

"Transaction Documents" means this Agreement, the Escrow Agreement, the DTV Guarantee, the Promissory Note, the Security Agreement, and the UCC Financing Statement and all modification, amendments, addenda, extensions, renewals, schedules and exhibits thereto, and any other documents related to the transactions contemplated herein to which ICMR and/or DTV is a party.

"UCC Financing Statement" means individually and collectively all UCC financing statements filed in any applicable jurisdiction evidencing DTV's security interest in the Collateral.

"DTV Loan" means the aggregate principal amount of all outstanding and unpaid Advances.

".XXX Sponsorship Contract" shall have the meaning set forth in the preamble of this Agreement.

3. **Financing.** DTV will make available (directly or indirectly) to ICMR an operating line of credit in an aggregate principal amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 UNITED STATES DOLLARS (US\$2,500,000), provided that ICMR shall have secured the .XXX Sponsorship Contract, and subject to the execution and negotiation of definitive documentation. It is anticipated that the terms would include the following:

3.1 **Borrowing.** Upon the effectiveness of the .XXX Sponsorship Contract, ICMR may borrow under the Line of Credit in accordance the operating budget attached as Schedule A attached hereto ("Operating Budget"). The Line of Credit shall be evidenced by the Promissory Note which shall be in substantially the form attached as Exhibit B hereto. The Promissory Note shall be executed and delivered to DTV by ICMR on the effective date of the .XXX Sponsorship Contract. The amount borrowed in any instance may not exceed the budgeted amounts set forth in the Operating Budget by more than ten percent (10%) without prior written approval of DTV. Each time ICMR desires to borrow under the Line of Credit, ICMR shall submit to DTV a Notice of Borrowing in substantially the form set forth on Exhibit A, attached hereto and incorporated herein by this reference. DTV shall deliver the amount requested by ICMR in such Notice of Borrowing to ICMR on or before \_\_ days following the date of such Notice of Borrowing.

3.2 **Interest.** Each Advance shall bear simple interest at the prime rate as set forth in the Wall Street Journal on the respective Borrowing Date for each Advance plus three percent (3%).

3.3 **Repayment.** The principal balance from time to time outstanding under the Line of Credit, and all interest due thereon, shall be repaid as follows:

- (a) **Mandatory Repayment.** Commencing on the last day of the first calendar quarter in which ICMR collects a minimum of Twenty Five Thousand and no/100 United States Dollars (US\$25,000) ("Minimum Repayment Funds") in Repayment Funds measured as of the last date of said calendar quarter ("First Repayment Date"), and on the last day of each calendar quarter thereafter, ICMR shall pay to DTV as mandatory repayments of principal and interest under the Line of Credit all Repayment Funds in cash (each such quarterly payment referred to herein as an "Installment Payment"). ICMR shall not be required to repay principal or interest on the DTV Loan unless and until ICMR has collected the Minimum Repayment Funds nor shall ICMR be required to repay principal or interest on the DTV Loan from any source other than Repayment Funds.

(b) Equity Option. In lieu of receiving an Installment Payment pursuant to Section 3.3(a) above (and subject to the limitation contained in Section 3.6 hereof), DTV shall have the right to receive shares of common stock of ICMR, having a par value of \$\_\_\_\_\_ per share ("ICMR Common Stock"), as set forth in this Section 3.3(b). With respect to each Installment Payment, DTV shall, in lieu thereof, have the right to receive the number of shares of ICMR Common Stock determined by dividing (i) the amount of such Installment Payment, by (ii) **[Share Price]**; provided, that ICMR shall have received written notice of DTV's election to exercise the equity option set forth in this Section 3.3(b) on or before ten (10) days prior to the due date for such Installment Payment. Notwithstanding the foregoing, ICMR shall not be required to deliver ICMR Common Stock to DTV pursuant to this Section 3.3(b) unless and until DTV shall have delivered to ICMR a certificate, executed by a duly authorized representative of DTV, containing the representations and warranties set forth in Section 16, which representations and warranties shall be true and correct as of the date any shares of ICMR Common Stock are delivered to DTV pursuant to this Section 3.3(b).

Any proceeds paid by ICMR pursuant to this Section 3.3 shall be applied first to those Advances accruing interest at the highest Interest Rate and then in order of decreasing Interest Rate.

**3.4 Taxes.** DTV shall be responsible for the payment of any and all taxes levied on the income received by DTV in connection with the transactions contemplated herein.

**3.5 Security.** All outstanding amounts advanced to ICMR by DTV under the Line of Credit shall be evidenced by the Promissory Note and shall be secured by ICMR's interest in the collateral described in the Security Agreement, including, without limitation, any accreditation issued by ICANN pursuant to the Proposal regarding the .XXX Registry and ICMR's interest in any subsequent revenue generating agreements and proceeds derived from operation of the .XXX Registry ("Collateral"). DTV's security interest in the Collateral shall be evidenced by the Security Agreement and the UCC Financing Statements and shall rank in *pari passu* with the security interest of any other creditor in the Collateral.

**3.6 Equity Purchase Right.** Notwithstanding anything contained herein to the contrary, at all times and from to time during the Term of this Agreement, DTV shall have the right to purchase up to **[Number of Shares]** of shares of ICMR Common Stock at **[Share Price]** per share ("Exercise Price"); provided, that in no event shall the value of all shares of ICMR Common Stock acquired by pursuant to Section 3.1(b) and this Section 3.6 exceed ONE MILLION TWO HUNDRED FIFTY THOUSAND AND No/100 UNITED STATES DOLLARS (US\$1,250,000), which value shall be equal to the product of the aggregate number of shares of ICMR acquired by DTV pursuant to Sections 3.1(b) and 3.6 hereof and the price per share at which such shares of ICMR Common Stock were

purchased under such sections. DTV shall exercise the option contained in this Section 3.6 on or before \_\_\_\_\_ by delivery to ICMR of: (i) a notice in writing signed by a duly authorized representative of DTV stating that the option or portion thereof is thereby exercised and specifying the number of shares of ICMR Common Stock to be purchased ("Option Shares"); (ii) cash in the amount of (x) the number of Option Shares, multiplied by (y) the Exercise Price; and (iii) a certificate, executed by a duly authorized representative of DTV, containing the representations and warranties set forth in Section 15, which representations and warranties shall be true and correct as of the date the Option Shares are to be delivered to DTV pursuant to this Section 3.6. Upon receipt of the items described in (i), (ii) and (iii) above, ICMR shall deliver to DTV certificates representing the Option Shares to DTV.

- 3.7 Stockholder's Agreement.** Notwithstanding anything to the contrary contained herein, as a condition precedent to ICMR's obligation to deliver to DTV any shares of ICMR Common Stock pursuant Section 3.1(b), Section 3.6 or otherwise, DTV shall have entered into, duly executed and delivered to ICMR the Stockholder's Agreement among ICMR and its stockholders then in effect.
- 4. Proposal Assistance.** DTV will use its best, commercially reasonable efforts to expeditiously assist ICMR in preparing the Proposal and shall provide to ICMR all required technical and operating specifications and other detail in accordance with the ICANN requirements, as may be amended by ICANN from time to time, during the term of this Agreement. ICMR shall have exclusive control and direction over the content and negotiation of the Proposal.
- 4.1 Authority to Disclose.** DTV grants ICMR approval to disclose and distribute any and all information (whether written or oral) supplied to ICANN as may be consistent with the terms and conditions set out in ICANN's non-disclosure agreement and subject to dotTV's reasonable requests regarding confidential treatment of such information.
- 4.2 Costs.** Each party hereto shall participate in the Proposal's preparation and submission process at its own cost and expense.
- 4.3 Content for Submitted Proposal.** ICMR shall have exclusive control and direction over the content and negotiation of the registry submission, but ICMR shall not change in any material way the information supplied by dotTV.
- 4.4 Technical Revisions.** In the event that in the course of discussions between ICMR and ICANN, ICANN requests that certain additional technical, operational and or process related requirements should be incorporated in the proposal, DTV will assist ICMR in a timely and expeditious manner to make such revisions to the ICMR proposal to accommodate ICANN's requests.
- 5. Technical Support.** DTV will dedicate the necessary personnel to provide the services set forth in Section 6, such services are inclusive of the fees provided for in Section 6.

However, all direct contact with registry customers shall be provided exclusively by ICMR personnel. DTV shall direct all existing and prospective ICMR customers to ICMR's customer service team.

6. **Management and Operation of Registry Services.** DTV will provide the Primary Registry Services defined in Schedule B in connection with the .XXX Sponsorship Contract for the term of this Agreement as set forth in Section 8.0 hereof conditioned upon ICMR securing the .XXX Sponsorship and subject to negotiation and execution of definitive documentation.. For such services, DTV shall receive from ICMR \$US6.00 for each active .XXX second level domain name registration, per year for the term of this Agreement for all the services defined in Schedule B. For each active .XXX second level domain name registration, ICMR shall deposit \$US6.00 into the operating fund of the non-profit entity to be created for the purpose of managing the .KIDS Registry ("KIDS Company"), which fund will be used for (a) management of operating registry, (b) general administration and marketing of .KIDS Company and (c) research and development of technology for the online privacy and protection of children, all as specifically directed by the board of directors of .KIDS Company in accordance with the requirements of ICANN or any other applicable regulatory body.
7. **Research and Development.** DTV and ICMR will discuss collaborating on joint research and development efforts regarding filtering and security technology and projects.
8. **Term.** The term of this agreement shall terminate on the earlier of (i) execution of definitive documentation with respect to all matters contained herein following award of the .XXX Sponsorship, (ii) award of the .XXX Sponsorship to another party, and (iii) March 30<sup>th</sup>, 2002.
9. **Performance Guarantee.** In order to provide the necessary assurances to ICANN of continued service to ICMR customers, if ICMR, or any of its primary subcontractors becomes insolvent, or if ICMR is otherwise unable to continue to carry on its business, DTV will guarantee that it will take the necessary steps to facilitate providing service to ICMR customers for the duration of ICANN's accreditation or until such time as ICANN is able to make arrangements with an alternative registry to provide such service (the "DTV Guarantee Agreement"), subject to negotiation and execution of definitive documentation with respect thereto.
10. **Source Code and Data Escrow.** DTV and ICMR will enter into a mutually acceptable source code and data escrow agreement (the "Escrow Agreement") in keeping with ICANN requirements in connection with the services set forth in Schedule 'B', subject to negotiation and execution of definitive documentation with respect thereto.
11. **Affirmative Covenants of DTV.** Throughout the term of this Agreement (including and extensions and renewals thereof), unless ICMR shall otherwise consent in writing, DTV will fully comply with the following provisions:
  - 11.1 DTV shall fully comply with all its obligations under the terms of this agreement;

- 11.2 DTV shall use commercially reasonable efforts to cooperate fully with ICMR in its efforts to meet all ICANN requirements as may be amended from time to time;
- 11.3 DTV agrees to execute all documents and additional agreements as may be reasonably required to implement the spirit and intent of this agreement.
12. **Affirmative Covenants of ICMR.** Throughout the term of this Agreement (including any extensions and renewals thereof), unless DTV shall otherwise consent in writing, ICMR will fully comply with the following provisions:
- 12.1 ICMR shall fully comply with all its obligations under the terms of this agreement;
- 12.2 ICMR shall promptly inform DTV of any changes in the ICANN requirements, as same may be amended from time to time;
13. **Insurance.** DTV shall provide insurance for such coverage areas and in such amounts as may be required from time to time by ICANN for accredited registries, and otherwise in accordance with prudent industry practice, subject to negotiation and execution of definitive documentation..
14. **Negative Covenants of DTV.** Throughout the term of this Agreement (including any extensions and renewals thereof), unless ICMR shall otherwise consent in writing, DTV shall not do any of the following:
- 14.1 **Non-Competition.** For a period of twelve (12) months following the execution of this agreement, DTV shall not submit, or directly or indirectly participate in the submission of, a proposal to ICANN or any comparable agency to become a registry or registrar for a ".XXX" domain and ICMR shall not subcontract for the services of the type contemplated herein with any other entity of the management of the .XXX registry. Notwithstanding the foregoing, in the event ICMR is notified by ICANN that the .XXX domain will not be awarded to ICMR (and no opportunity for re-consideration or re-submission of such application exists) (an "ICANN Rejection") then this clause 14.1 shall not apply with respect to such individual domain, as the case may be, provided however, that an ICANN Rejection of one domain shall not release the parties from the obligations contained in this section 14.1 for the other domain.
- 14.2 **Subcontracting of Services.** DTV shall not, without the prior written consent of ICMR (which consent shall not be unreasonably withheld) subcontract or assign any of the work to be performed under this Agreement or any of the Transaction Documents. In the event that DTV wishes to sub-contract any of its services, all DTV subcontractors shall be subject to prior written approval by ICMR and subject to such subcontractors entering into agreements satisfactory to ICMR respecting the terms of this agreement.
15. **DTV Representations And Warranties.** To induce ICMR to enter into this Agreement, DTV represents and warrants to ICMR as follows:

- 15.1 Corporate Existence.** DTV is a corporation duly incorporated and organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.
- 15.2 Corporate Power and Authorization to Execute Transaction Documents; No Conflict; No Consent.** DTV has the corporate power and authority and the legal right to execute and deliver this Agreement and all other Transaction Documents to be executed by it and to perform its obligations hereunder and thereunder and has taken all corporate action necessary to authorize the execution, delivery, and performance of such Transaction Documents and to authorize the transactions contemplated thereby. The execution, delivery, and performance by DTV of the Transaction Documents to be executed by it will not contravene, conflict with, result in the breach of, or constitute a violation of or default under the articles of incorporation or bylaws of DTV

#### **ICMR Representations and Warranties.**

- 15.3 Corporate Existence, Compliance with Law; Name History.** ICMR is a corporation duly incorporated and organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. ICMR has all requisite power (corporate and otherwise) to carry on its business as now being conducted, is duly qualified as a foreign corporation to do business in every jurisdiction in which the nature of its business makes such qualification necessary and is in good standing in such jurisdictions, has all licenses and permits necessary to carry on and conduct its business in all states, countries and localities wherein it now operates, and will obtain all necessary licenses and permits in each new jurisdiction that the ICMR intends to transact business prior to transacting business, and is in material compliance with all other requirements of law, rule, or regulation applicable to it and to its business. ICMR has not merged, changed its name, or done business under a fictitious name since the date of its incorporation.
- 15.4 Corporate Power and Authorization to Execute Transaction Documents; No Conflict; No Consent.** ICMR has the corporate power and authority and the legal right to execute and deliver this Agreement and all other Transaction Documents to be executed by it and to perform its obligations hereunder and thereunder and has taken all corporate action necessary to authorize the execution, delivery, and performance of such Transaction Documents and to authorize the transactions contemplated thereby. The execution, delivery, and performance by ICMR of the Transaction Documents to be executed by it will not contravene, conflict with, result in the breach of, or constitute a violation of or default under (i) the articles of incorporation or bylaws of ICMR, (ii) any applicable law, rule, regulation, judgment, order, writ, injunction, or decree of any court or governmental authority, or (iii) any agreement or instrument to which ICMR is a party or by which ICMR or its property may be bound or affected. No consent,



license, or authorization of, or filing with, or notice to, any person or entity (including, without limitation, any governmental authority), is necessary or required in connection with the execution, delivery, performance, validity, or enforceability of the Transaction Documents and the transactions as contemplated thereunder. Any such consents, licenses, authorizations, filings, or notices remain.

**16. Disclosure.** Except as and to the extent required by law, legal process, any regulatory agency or the rules of any applicable stock exchange, neither party shall, and each party shall direct its representatives not to, make any public statement with respect to the potential transaction described in this letter without the prior written consent of the other party, which consent shall not be unreasonably withheld. With respect to any legally required public statement, the disclosing party shall, to the extent practicable, provide the other party with prior notice of the statement and its contents. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**17. Miscellaneous.**

**17.1 Notices.** Unless otherwise expressly agreed herein, and notwithstanding any provisions to the contrary contained in the other Transaction Documents, all notices, requests, and demands to or upon the parties hereto pursuant to any Transaction Document shall be deemed to have been given or made when delivered by hand or by courier service, when provided to a nationally recognized overnight delivery service for overnight delivery, when transmitted to a receiving telecopier, or three days after deposit in the mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows or to such other address as may be hereafter designated in writing by one party to the other:

ICMR: ICM Registry, Inc.  
2300 Yonge Street; Suite 907  
P.O. Box 2326  
Toronto, Ontario, Canada M4P 1E4  
Telecopy:  
Attn: Jason Hendeles, President

With a copy to: Holland & Knight LLP  
701 Brickell Avenue, Suite 3000  
Miami, FL 33131  
Telecopy: (305) 789-7799  
Attn: Jose I. Rojas, Esquire

DTV:

The .TV Corporation International  
130 West Union St.  
Pasadena, Ca. 91103  
Telecopy: (626) 535-2701  
Attn: Anthony Bishop

- 17.2 No Joint Venture.** This Agreement does not constitute or create a joint venture, partnership, or formal business organization of any kind, other than a contractor team arrangement. The rights and obligations of the parties shall be limited to those expressly stated herein. Neither party shall have the authority to bind the other except to the extent set forth herein. DTV shall remain as an independent contractor at all times and ICMR shall not be deemed an employer of DTV and neither party shall act as agent for the other. Neither party shall be liable for the acts or omissions of the employees of the other party and each party shall indemnify and hold the other party harmless for any claim made by virtue of said party being deemed a joint venturer or partner of the other in contravention of this Section 17.2.
- 17.3 Governing Law.** The validity, interpretation, and enforcement of the Transaction Documents and the rights and obligations of the parties thereto, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware excluding those laws relating to the resolution of conflicts between laws of different jurisdictions.
- 17.4 Severability and Enforceability of Provisions.** In the event that any one or more of the provisions of the Transaction Documents is determined to be invalid, illegal, or unenforceable in any respect as to one or more of the parties, all remaining provisions nevertheless shall remain effective and binding on the parties thereto and the validity, legality, and enforceability thereof shall not be affected or impaired thereby. If any such provision is held to be illegal, invalid, or unenforceable, there will be deemed added in lieu thereof a provision as similar in terms to such provision as is possible, that is legal, valid, and enforceable. To the extent permitted by applicable law, the parties hereby waive any law that renders any such provision invalid, illegal, or unenforceable in any respect.
- 17.5 Failure of Party to Execute.** Any party executing any of the Transaction Documents shall be bound by the terms thereof without regard to execution by any other party, and the failure of any party to execute any of the Transaction Documents shall not release or otherwise affect the obligations of the party or parties who do sign the other Transaction Documents.
- 17.6 Counterparts; Facsimile Signatures; Effective Date.** The Transaction Documents and any amendments, waivers, consents, or supplements hereto may be signed in original counterparts and by facsimile transmission of signed counterparts, in any number, each of which shall be deemed an original, no one of which need contain all of the signatures of the parties, and as many of such

counterparts as shall together contain all of the signatures of the parties shall be deemed to constitute one and the same instrument. This Agreement shall become effective upon the receipt by each party of original signed counterparts or facsimile confirmation of signed counterparts of this Agreement, each of which shall be deemed an original, from each of the parties hereto.

- 17.7 No Waiver.** No omission or failure of either party to exercise and no delay in exercising by either party of any right, power, or privilege under any of the Transaction Documents shall impair such right, power, or privilege, shall operate as a waiver thereof or be construed to be a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 17.8 Cumulative Remedies.** The rights and remedies provided in the Transaction Documents are cumulative, and not exclusive of any rights or remedies provided by law or in equity, and may be pursued singularly, successively, or together, and may be exercised as often as the occasion therefore shall arise. The warranties, representations, covenants, and agreements made herein and therein shall be cumulative, except in the case of irreconcilable inconsistency, in which case the provisions of this Agreement shall control.
- 17.9 Course of Dealing; Amendment; Supplemental Agreements.** No course of dealing between the parties hereto shall be effective to amend, modify, or change any provision of the Transaction Documents. The Transaction Documents may not be amended, modified, or changed in any respect except by an agreement in writing signed by the party against whom such change is to be enforced. The parties may, subject to the provisions of this Subsection, from time to time, enter into written agreements supplemental to the Transaction Documents for the purpose of adding any provisions to the Transaction Documents or changing in any manner the rights and obligations of the parties thereunder. Any such supplemental agreement shall be binding upon the parties thereto. Notwithstanding anything else to the contrary contained herein, neither DTV nor ICMR shall have any obligations under this Agreement or any of the other Transaction Documents until such time as ICANN awards the .xxx Sponsorship to ICMR and until such time as definitive copies of all Transaction Documents have been negotiated and executed.
- 17.10 Waiver of Default.** Either party may, by written notice to the other party, at any time and from time to time, waive any Event of Default or default and its consequences, or any default in the performance or observance of any condition, covenant, or other term of the Transaction Documents and its consequences. Any such waiver shall be for such period and subject to such conditions as shall be specified in any such notice. In the case of any such waiver, the parties shall be restored to their former positions prior to such Event of Default or default and shall have the same rights as they had prior thereto, and any Event of Default or default so waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Event of Default or default, or

impair any right consequent thereto. No delay or commission on the part of either party in exercising any right, power or privilege hereunder or under any of the Transaction Documents or any other writings between the parties hereto shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.

- 17.11 Table of Contents; Headings.** The Table of Contents and the headings preceding the text of this Agreement or any of the Transaction Documents have been included solely for convenience of reference and shall neither constitute a part of this Agreement or the other Transaction Documents nor affect their meaning, interpretation, or effect.
- 17.12 Time of Essence.** Time is of the essence in the performance of the parties' obligations under the Transaction Documents.
- 17.13 Successors and Assigns.** The Transaction Documents shall be binding upon the parties thereto and their respective successors and assigns, and shall inure to the benefit of the parties thereto, and, to the extent permitted herein, their respective successors and assigns. Notwithstanding the generality of the foregoing, DTV may not assign any of its rights or obligations under the Transaction Documents without the prior written consent of ICMR.
- 17.14 Reliance Upon, Survival of and Materiality of Representations and Warranties, Agreements, and Covenants.** All representations and warranties, agreements, and covenants made in the Transaction Documents are material and shall be deemed to have been relied upon by each party, notwithstanding any investigation heretofore or hereafter made by either party, and shall survive the execution and delivery of the Transaction Documents.
- 17.15 Complete Agreement; No Other Consideration.** The Transaction Documents contain the final, complete, and exclusive expression of the understanding of the parties thereto with respect to the transactions contemplated by the Transaction Documents and supersede any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. Without limiting the generality of the foregoing, there does not exist any consideration or inducement other than as stated herein for the execution, delivery, and performance by the parties of the Transaction Documents.
- 17.16 Legal or Governmental Limitations.** Anything contained in the Transaction Documents to the contrary notwithstanding, DTV shall not be obligated to extend credit or make loans to ICMR in an amount in violation of any limitations or prohibitions provided by any applicable statute or regulation.
- 17.17 WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED

ON THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR ANY OTHER DOCUMENT EXECUTED IN CONJUNCTION WITH THE TRANSACTIONS CONTEMPLATED THEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE TRANSACTIONS EVIDENCED HEREBY. EACH PARTY REPRESENTS AND WARRANTS THAT THE WAIVERS CONTAINED IN THIS SECTION HAVE BEEN VOLUNTARILY MADE AFTER REVIEWING THE SAME WITH COUNSEL OF SUCH PARTY'S CHOICE.

**IN WITNESS WHEREOF**, this Agreement is hereby entered into as of the date first written above.

**ICM Registry, Inc.**

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Jason Hendeles, President

**The .TV Corporation International**

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Anthony Bishop, Vice President and General Counsel

**SCHEDULE "A"**

## **SCHEDULE “B”**

- ?? PRIMARY WHOIS SERVICES
- ?? PRIMARY DNS SERVICES
- ?? DOMAIN NAME AUCTION SERVICES
- ?? SHARED REGISTRATION SERVICES
- ?? BILLING AND PAYMENT COLLECTION SERVICES
- ?? DATABASE MANAGEMENT SERVICES
- ?? WEBSITE HOSTING & MIRRORING SERVICES
- ?? INTERGRATION WITH DNS SERVICES
- ?? INTERGRATION WITH DATA ESCROW SERVICES
- ?? DATA ESCROW SERVICES

Each of the foregoing shall be subject to and in accordance with a mutually acceptable service level agreement which shall include but not be limited to (i) application availability commitments, (ii) network services latency commitments, (iii) data recovery services commitments, (iv) reporting commitments and (v) on-time installation commitments, all within the guidelines promulgated by ICANN.





**EXHIBIT A**

**FORM OF NOTICE OF BORROWING**

ICM Registry, Inc.

This Notice of Borrowing is delivered pursuant to Section 3.01 of the Agreement dated as of September \_\_, 2000 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Agreement"), by and between ICM Registry, Inc., a Delaware corporation ("ICMR") and The .TV Corporation International, a \_\_\_\_ corporation ("DTV"). Capitalized terms used but not otherwise defined in this Notice of Borrowing have the respective meanings prescribed in the Agreement.

**I HEREBY CERTIFY** that I am the duly elected, qualified and acting \_\_\_\_\_ of the ICMR; and as such I have the authority to request Loans pursuant to the Agreement on behalf of ICMR.

ICMR hereby requests that DTV make a Loan to ICMR's account # \_\_\_\_\_ for ICMR's credit, in the amount of \$ \_\_\_\_\_. Wiring Instructions are as follows:

ABA #: \_\_\_\_\_  
Account #: \_\_\_\_\_

ICMR requests that such Loan be made on \_\_/\_\_/\_\_\_\_, or, in the event that it is not a Business Day, on the next Business Day following said date.

ICMR hereby certifies that simultaneous (or within 10 Business Days of the Loan being consummated), ICMR is drawing down funds from other sources in the following manner:

<u>Source</u>	<u>Amount</u>
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**ICM Registry**, a Delaware corporation

(SEAL)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT B

### Form of Reducing Revolving Promissory Note

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#### REDUCING REVOLVING LINE PROMISSORY NOTE

\$2,500,000.00

[city, state]

Dated: \_\_\_\_\_, 2000

For value received, the undersigned, **ICM REGISTRY, INC.**, a Delaware corporation (the "Borrower"), promises to pay to the order of **THE .TV CORPORATION INTERNATIONAL**, a \_\_\_\_\_ corporation, (the "Lender"), the principal sum of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00), or such lesser amount as may from time to time be outstanding hereunder, and to pay interest on the unpaid principal balance hereof in like money at such office from the date hereof until the principal hereof shall have become due and payable by acceleration or otherwise, at the rate per annum set forth in the provisions of the Teaming Agreement dated as of even date herewith between Borrower and Lender (hereinafter referred to as the "Agreement"). Interest and Principal shall be paid quarterly in accordance with Section 3.3 of the Agreement and at maturity (whether upon demand, by acceleration or otherwise). The outstanding principal balance due hereunder may fluctuate up and down from time to time at Borrower's option, but shall not exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) in aggregate principal amount outstanding at any one time.

This Note is the Promissory Note referred to in the Agreement. Each holder hereof is entitled to the benefits and security provided thereby or referred to therein. All capitalized terms used herein shall have the meaning set forth in such Agreement.

This Note may be prepaid in whole or in part without penalty or premium.

From the date hereof, until this Note is paid in full, the principal balance from time to time outstanding hereunder shall accrue interest at the rate provided for in the Agreement. Interest shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

The outstanding principal amount of the loan evidenced by this Note shall be reduced pursuant to the terms of Section 3 of the Agreement.

If any installment of principal or interest is not paid within five (5) days of its due date, or upon the occurrence of any Event of Default, the entire unpaid principal balance and accrued interest, less any unearned interest and less any interest in excess of the maximum allowed by law and any rebates required by law, shall, at the option of the Lender, become immediately due and payable without notice. Failure to exercise this option shall not constitute a waiver of the subsequent right to exercise such option. While in default, this Note shall bear interest at a rate per annum equal to the sum of (x) the applicable Interest Rate set forth in the Agreement and (y) three percent (3.00%) per annum, but in no event in excess of the maximum rate permitted by applicable law (the "Default Rate").

Borrower shall pay all amounts owing under this Note in full when due without setoff, deduction or withholding for any reason whatsoever. If any payment falls due on a day other than a Business Day, then such payment shall instead be made on the next succeeding Business Day, unless the next Business Day shall fall in the next succeeding calendar month, in which event the amount owing shall be paid on immediately preceding Business Day; and interest shall accrue accordingly.

The Borrower, promises and agrees to pay upon the occurrence of an Event of a Default, all costs and expenses incurred by the holder hereof in collecting this Note, including, but not limited to court costs and attorney's fees.

If Lender elects repayment under this Note pursuant to Section 3.3(a) of the Agreement, then this Note shall be payable in lawful currency of the United States of America by wire transfer to: **[PROVIDE ACCOUNT INFORMATION/WIRING INSTRUCTIONS]**, or at such other place as the Lender or holder hereof may hereafter designate in writing. If Lender exercises the "Equity Option" set forth in Section 3.3(b) of the Agreement, then the shares of common stock of the Borrower to delivered by the Borrower thereunder shall be delivered to the office of Lender at: The .TV Corporation International, 130 West Union St., Pasadena, CA 91103.

The provisions of this Note shall be construed and interpreted and all rights and obligations hereunder determined in accordance with the laws of the State of Florida, except for provisions regarding conflicts of laws. All nouns and pronouns contained in this instrument shall mean and include the plural as well as the singular, and the masculine, feminine and neuter gender whenever and wherever the context so admits or requires.

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A JURY TRIAL IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IF THE SUBJECT MATTER OF ANY SUCH LITIGATION IS ONE IN WHICH THE WAIVER OF A JURY TRIAL IS PROHIBITED, NEITHER THE BORROWER NOR THE LENDER SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN SUCH LITIGATION, ANY CLAIM ARISING OUT OF THIS NOTE. FURTHERMORE, NEITHER THE LENDER NOR BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. BORROWER ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENDING CREDIT TO BORROWER.

BORROWER REPRESENTS AND WARRANTS THAT THE WAIVERS CONTAINED IN THIS SECTION HAVE BEEN FREELY AND VOLUNTARILY MADE AFTER REVIEWING THE SAME WITH COUNSEL OF BORROWER'S CHOICE.

BORROWER:

**ICM REGISTRY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_