

New gTLD Program Consulting Agreement

This Consulting Master Services Agreement (together with the Exhibits and Attachments hereto, this "Agreement") is effective as of July 26, 2011 (the "Effective Date"), by and between the Internet Corporation for Assigned Names and Numbers ("ICANN"), a California nonprofit public benefit corporation, with its principal offices located at 4676 Admiralty Way, Suite 330, Marina del Rey, CA, USA 90292 and The Economist Intelligence Unit, NA, Incorporated, with its principal offices located at 750 Third Avenue, 5th Floor, New York, NY 10017, hereinafter referred to as "Contractor".

WHEREAS, Contractor and ICANN desire to enter into an agreement for the performance by Contractor of certain professional consulting services in connection with activities being conducted by ICANN.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES: Contractor shall provide to ICANN such professional consulting services as are set forth in statements of work (each a "Statement of Work") signed by and in a form acceptable to both parties, which shall set forth the manner of the work which will be provided to ICANN pursuant to this Agreement (the "Services") and the products and materials to be produced by Contractor pursuant to the Services (the "Products"). Any Services provided hereunder shall be rendered by Contractor in a manner consistent with industry standards, and shall be provided in accordance with all applicable laws. Contractor's Services shall not be exclusive to ICANN, provided that during the term of Contractor's engagement hereunder, Contractor will not render services that prevent, interfere or conflict with, or delay the prompt performance of the Services.

2. TERM: Contractor shall render the Services on the date or dates set forth on any Statements of Work entered into hereunder.

3. COMPENSATION: Subject to all the provisions of this Agreement, including, but not limited to, the "Supplemental Terms" (attached hereto as Exhibit A) and any and all Statements of Work, ICANN agrees to pay Contractor as full and complete consideration for Contractor's services hereunder, and Contractor agrees to accept, the sum as set out in the applicable Statement of Work, payable in US Dollars for the Services, which shall be paid in accordance with the payment schedule set forth in such Statement of Work.

4. RIGHTS:

(a) In consideration of the amounts payable by ICANN pursuant to Section 3, and subject to Section 4(b), Contractor assigns to ICANN exclusive ownership rights, in perpetuity of all copyright in and to the Products.

(b) Notwithstanding any provision of this Agreement, any and all rights (including without limitation copyright, trademarks and rights in data) in and to any content, data, brands and materials included in the Products that are in existence prior to the commencement of the Services to be provided under any and all Statements of Work (the "Pre-Existing Materials") shall not be transferred to ICANN and shall remain the exclusive property of Contractor or its licensors.

Contractor grants to ICANN a non-exclusive, perpetual, royalty free license (including the right to sublicense to other parties) to use, reproduce, modify and distribute any Pre-Existing Materials on condition that: (i) such Pre-Existing Materials are used as part of the Products they are provided within and only as required in order to use the Products; and (ii) no modification shall be made that misrepresents or distorts the content or meaning of such Pre-Existing Materials.

(c) The transfer in Section 4(a) shall, subject to Section 4(b), include the right to apply for any and all patents arising from the Products and to register any copyright subsisting therein (collectively, the "Legal Rights")

(d) Save as set out in any applicable Statement of Work, Contractor will not be entitled to any royalty, commission or other payment with respect to the Products or Legal Rights in addition to the fees payable for the services to be provided under such Statement of Work.

(e) Contractor warrants that all Products will be Contractor's original work and do not infringe any copyrights, trade secrets, trademarks, patents or other proprietary rights of any third party.

5. INDEPENDENT CONTRACTOR STATUS: Contractor acknowledges and agrees that Contractor is an Independent Contractor and that Contractor's employees or agents, if any, are not employees or agents of ICANN for any purpose, including but not limited to national or local withholding or employer taxation obligations. Contractor agrees to indemnify and hold ICANN harmless (including attorney's fees and costs incurred by ICANN) should Contractor fail to meet Contractor's obligations with respect to its employees with regard to the payment or withholding of social security and other taxes, federal and state (or other such political or governmental subdivision) income taxes, unemployment insurance, and similar items should ICANN be held liable or responsible therefore. Contractor retains the sole right to control or direct the manner in which the Services are to be performed. Without limiting the foregoing, ICANN retains the right to inspect, to stop work, to prescribe alterations, and generally supervise Contractor's work to insure its conformity with the applicable Statement of Work. Contractor acknowledges that Contractor has no authority for or on behalf of ICANN to make, enter into or amend any contracts or agreements or to take any action which would impose liability on ICANN, without the express written consent of an authorized officer of ICANN. Contractor represents to ICANN that Contractor is engaged in an independent calling and will comply with all laws regarding business permits and licenses that may be required to carry out Contractor's obligations under this Agreement.

6. IMMIGRATION LAW: With respect to each of Contractor's employees who render services to ICANN hereunder, Contractor shall be responsible for compliance with all applicable immigration laws, including the U.S. Immigration Reform and Control Act of 1986, and with all employment eligibility verification provisions required by law.

7. INTERPRETATION: In the event of a conflict between: (i) this Agreement; and (ii) any Statement(s) of Work, the terms of the applicable Statement of Work shall prevail.

[signature page follows]

The parties shall indicate their acceptance of this Agreement by signing in the appropriate space provided below.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: Akram Atallah
Signature

AKRAM ATALLAH, COO
Print Name and Title

Date: 8/9/11

THE ECONOMIST INTELLIGENCE UNIT, NA, INCORPORATED

By: [Signature]
Signature

J. J. Toot Dir. Operations
Print Name and Title

Date: 7/26/2011

EXHIBIT A
SUPPLEMENTAL TERMS

1. **RIGHTS OBLIGATIONS:** Except as set forth in the applicable Statement of Work, Contractor agrees that ICANN shall have the exclusive right, but not the obligation, to register copyright and file applications for patents throughout the world to protect ICANN's Legal Rights in and to the Products and that Contractor shall, upon the request of ICANN, perform (at no cost to Contractor) such legal acts and execute and deliver to ICANN, any such documents, applications and assignments reasonably requested by ICANN to register ICANN's Legal Rights in and to the Products.
2. **FORCE MAJEURE:** In the event of an occurrence of an event of force majeure, as the term is generally understood, ICANN shall have the right to suspend this Agreement and shall have the right, but not the obligation, to extend this Agreement by the length of any such suspension. If an event of force majeure continues for eight (8) consecutive weeks, ICANN shall have the right to terminate this Agreement.
3. **WARRANTIES:** Contractor represents and warrants to ICANN as follows:
 - (a) Contractor is fully authorized to enter into, and perform its obligations under this Agreement. This Agreement creates lawful, valid, and binding obligations, enforceable against Contractor in accordance with its terms.
 - (b) Contractor has the right to grant all rights granted herein, including but not limited to all necessary literary, artistic, musical and/or intellectual property rights, and is free to enter into and fully perform this Agreement.
 - (c) The exercise of rights granted herein, the performance of the Services and the delivery of the Products will not infringe on any of the following rights of any third party: copyright, trademark, or other intellectual property rights.
 - (d) Contractor has not entered and shall not enter into any arrangement or agreement that will interfere or conflict with the rights granted to ICANN hereunder.

Confidential Business Information

Confidential Business Information

5. CONFIDENTIALITY

(a) Each party acknowledges that it may disclose Confidential Information (as defined below) to the other in connection with this Agreement. The party receiving the Confidential Information will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event confidentiality and use restrictions will be imposed upon the parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as it uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; (iii) at the disclosing party's option, destroy or return all copies, notes, packages, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the disclosing party promptly following the earlier of (A) such party's request, (B) completion of the intended use of the Confidential Information, or (C) termination of this Agreement; and (iv) not use the Confidential Information other than for purposes of fulfilling its obligations under this Agreement. "Confidential Information" means all proprietary, secret or confidential information or data relating to either of the parties and its operations, employees, products or services, and any Personal Information. "Personal Information" means personally identifiable information relating to such party's employees, consumers and potential consumers. Each party will notify

the other party immediately upon discovery of any lost or altered Confidential Information.

(b) Information will not be considered Confidential Information to the extent, but only to the extent, that such information: (i) is already known to the receiving party free of any restriction at the time it is obtained from the other party; (ii) is subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) becomes publicly available through no wrongful act of either party; (iv) is independently developed by one party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law, regulation, court order or subpoena, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure. The parties agree also that the existence and terms of this Agreement are confidential and shall not be disclosed by either party without prior consent in writing by the other party.

6. SURVIVING OBLIGATIONS: The parties' representations, warranties, and indemnity obligations shall remain in effect following the termination or expiration of this Agreement.

7. ASSIGNMENT: Neither party may without prior consent in writing assign this Agreement or any of its rights or obligations hereunder.

8. REMEDIES: In recognition of the relative risks and benefits of this Agreement to both ICANN and Contractor, ICANN agrees that, to the fullest extent permitted by law, except for claims for indemnification under Section 4, any liability of Contractor (including its consultants, employees, and agents) for damages to ICANN shall be limited to an amount equal to the total amount paid to Contractor pursuant to this Agreement. EXCEPT FOR CLAIMS FOR INDEMNIFICATION UNDER SECTION 4, IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERMINATION:

(a) Each Party shall have the right to terminate this Agreement or any Statement of Work for convenience. Termination under this provision will be effective thirty (30) days after written notice by one party to the other; provided, that ICANN will be required to make payment for all work in progress and Products actually delivered under any active Statement of Work in the event of a termination of this Agreement or the applicable Statement of Work pursuant to this Section 9(a); and, provided, further, that, without prejudice to the generality of Section 7 of the Agreement to which these Supplemental Terms are attached, the termination provisions of each Statement of Work, if any, will supersede this Section 9(a).

(b) Each party shall have the right to terminate this Agreement if such party has a good faith belief, based on the facts then available, that the other party has engaged in any of the following conduct: fraud, misappropriation or embezzlement of funds, or gross misconduct. Termination under this provision shall be effective immediately upon receipt of notice by the relevant party.

(c) Other Provisions: Either party shall have the right to terminate this Agreement pursuant to other provisions contained throughout this Agreement, including but not limited to Section 2 (if ICANN) of these Supplemental Terms. Nothing contained within this provision shall negate or override its rights to terminate contained within other provisions herein, and it may elect at its option the most favorable applicable termination provision or provisions contained within this Agreement.

10. DEFAULT:

(a) If either party fails, refuses or neglects to perform any of its material obligations hereunder, for any reason other than incapacity, such party shall be in "default" of this Agreement. If either party refuses or states that it will refuse to comply with any of its material obligations hereunder, such refusal or statement may be treated by the other party as an immediate default, regardless of whether the time for performance of such obligation or obligations has arrived. Further, a party may, at any time, make a written request for the other party to confirm in writing its intentions and willingness to comply with its obligations hereunder, either generally or with respect to any particular matter. If, within five (5) days from delivery of such request at the address for notices set forth herein (exclusive of Saturdays, Sundays and federal holidays), the recipient of the request fails to deliver the requested information to the other party, such failure may be treated by such other party as an immediate default.

(b) Either party may suspend this Agreement with respect to performance of its obligations while any default of the other party continues.

11. CURING PROVISION: Neither party shall bring or make any claim that the other party has breached any of the provisions hereunder unless such party has first made a written demand to cure such failure, and the other party has not satisfied the obligations within ten (10) business days of receipt of such demand. The written demand shall specify the provision claimed to be breached, the date such obligation or performance was to have been satisfied and any other identifying specifics.

12. MISCELLANEOUS:

(a) No Implied Waiver: No failure on the part of ICANN or Contractor to exercise and no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude the exercise of any other right, power or privilege.

(b) Counterparts: This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts) each of which shall be an original, but all of which together shall constitute one and the same instrument.

(c) No Violation of Law: If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable, and any limitations on the scope or duration of any such provision necessary to make it valid and enforceable shall be deemed to a part hereof; no invalidity or unenforceability shall affect any other portion of this Agreement.

(d) Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable U.S. federal law and by the laws of the State of California applicable to contracts entered into and to be wholly performed within the State of California. Contractor and ICANN hereby submit and consent to the jurisdiction of the State and Federal Courts located in Los Angeles County, California, USA.

(e) Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

13. NOTICES: Any notice given under this Agreement will be in writing and will be effective (a) upon receipt if (i) delivered by hand or (ii) sent via overnight mail by a nationally recognized express delivery service; or (b) three (3) days after deposit in the U.S. mail, postage prepaid, certified mail return receipt requested, when addressed as follows:

To ICANN:
Internet Corporation for Assigned Names
and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, California 90292

Attn: General Counsel

To Contractor:
The Economist Intelligence Unit, NA,
Incorporated
750 Third Avenue, 5th Floor, New York,
NY 10017

Attn: Contracts Manager, Americas

with a copy to:

Group General Counsel, The Economist
Group, 25 St James's Street, London
SW1 A 1HG

14. ENTIRE AGREEMENT: This Agreement cancels and supersedes all prior negotiations and understandings between ICANN and Contractor relating hereto. This Agreement is not valid or binding unless and until in writing and signed by a duly authorized officer of ICANN and Contractor. No amendment, modification, extension, release, discharge or waiver of this Agreement, or any provision hereof, shall be valid or binding unless in writing and signed by a duly authorized officer of ICANN and Contractor. No oral agreement shall be binding on ICANN or Contractor unless and until reduced to writing and signed by a duly authorized officer of ICANN and Contractor.

Appendix 1
Form of Notice and Acknowledgement

[Name of Third Party]
Address Attention:

The advice, recommendations and information in the document included with this notice were prepared for the sole benefit of the Internet Corporation for Assigned Names and Numbers (ICANN), based on the specific facts and circumstances of ICANN, and its use is limited to the scope of The Economist Intelligence Unit, NA, Incorporated's ("EIU") engagement for ICANN. It has been provided to you for informational purposes only and you are not authorized by EIU to rely upon it and any such reliance by you or anyone else shall be at your or their own risk. You acknowledge and agree that EIU accepts no responsibility or liability in respect of the advice, recommendations or other information in such document to any person or organization other than ICANN. You shall have no right to disclose the advice, recommendations or other information in such document to anyone else without including a copy of this notice and, unless disclosure is required by law or to fulfill a professional obligation required under applicable professional standards, obtaining a signed acknowledgement of this notice from the party to whom disclosure is made and you provide a copy thereof to ICANN and EIU. You acknowledge and agree that you will be responsible for any damages suffered by EIU as a result of your failure to comply with the terms of this notice.

Please acknowledge your acceptance of the foregoing by signing and returning to us a copy of this letter.

Very truly yours,

ICANN

By: _____
Name:
Title:

Accepted and Agreed to on this ____ day of ____, 20__ by:
[Name of Third Party]

By: _____
Name:
Title: