

Intellectual Property Agreement

This intellectual property agreement is made as of __ November 2001 between Association Française pour le Nommege Internet en Coopération (AFNIC), a non-profit association organized under the French law of 1 July 1901 and decree of 16 August 1901, and the Internet Corporation for Assigned Names and Numbers (ICANN), a non-profit, public-benefit corporation organized under the law of California, USA.

Recitals

- a. Since June 1999, AFNIC has performed various secretariat services in support of the ICANN Domain Name Supporting Organization;
- b. Those services were performed on a volunteer basis and without legally enforceable agreement;
- c. On 24 January 2001, the ICANN DNSO Names Council voted to compensate AFNIC for its services in the amount of US\$59,400.00 upon completion of various conditions, including "A satisfactory report to the NC on the intellectual property rights that the DNSO has acquired from AFNIC's work";
- d. To fulfill that condition, AFNIC wishes to transfer to ICANN the intellectual property rights it acquired in the course of its services in support of the ICANN DNSO; and
- e. ICANN desires to acquire intellectual property rights sufficient to facilitate the continuing operations of the DNSO.

Agreement

1. Transfer of Rights in Website. In consideration of ICANN's payment to AFNIC of US\$59,400.00 and other valuable consideration, AFNIC irrevocably transfers to ICANN all rights AFNIC has in the materials available on the website, including the web pages listed on Exhibit A.

2. Limited Warranty of Title. In connection with the transfer under paragraph 1 above:

- a. AFNIC warrants that (i) its title to materials developed or authored by persons at the time employed or under agreement with AFNIC is good, (ii) transfer of title is rightful, and (iii) AFNIC has not previously transferred its rights in the materials and its title is free from any security interest or other lien or encumbrance.
- b. With respect to materials not developed or authored by persons at the time employed or under agreement with AFNIC, the transfer of rights is without warranty of title.

3. License to Software Used in DNSO Secretariat Function. AFNIC hereby represents that the software listed on Exhibit B is sufficient to perform the DNSO Secretariat Function in the manner in which it has been performed until now by AFNIC. Except as to commercially or other publicly available software specifically noted on Exhibit B, and in consideration of ICANN's payment to AFNIC of US\$59,400.00 and other valuable consideration, AFNIC hereby grants to ICANN a fully paid-up, perpetual, irrevocable, non-transferable, worldwide license to use and have used, for ICANN's own purposes, the software listed on Exhibit B. In connection with this grant of license, AFNIC (a) warrants that it has sufficient rights to authorize the licensed activities and (b) agrees to promptly provide to ICANN a copy of the software, in both source and object form, as well as a copy of all documentation describing the manner and theory of operation of the software. The license to use and have used granted above includes a license to modify, customize, and have modified or customized the software, provided any copy must contain all of the original proprietary and authorship notices.

4. General. This "Intellectual Property Agreement" (including Exhibits A and B, which are incorporated) sets forth the entire agreement between the parties concerning its subject matter. This Agreement may be amended only by a writing signed by both parties. A waiver by either party of any term or condition of this Agreement or any breach, in any one instance, shall not waive such term or condition or any subsequent breach. This Agreement shall be governed by the laws of the State of California, U.S.A., excluding its conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

ASSOCIATION FRANÇAISE POUR LE NOMMAGE INTERNET EN
COOPÉRATION

By: _____
M. Guy Aubert, President
Date: November __, 2001

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
M. Stuart Lynn, President
Date: November __, 2001

Exhibit B
Software Used in DNSO Secretariat Functions

Part A: Software for Which Full License Is Granted Under Paragraph 3:

- Voting software created by Ms Elzbieta Porteneuve
- [add any others]

Part B: Commercially or Other Publicly Available Software for Which No License Is Granted Under Paragraph 3:

- [list]