

AGREEMENT TO PROVIDE TIER 1A SERVICES

THIS AGREEMENT, effective as of the 9th day of February,
2005

BETWEEN:

CANADIAN INTERNET REGISTRATION AUTHORITY, incorporated under the laws of Canada and having its principal place of business at 350 Sparks Street, Suite 1110, Ottawa, Ontario, K1R 7S8, Canada and having a contact email address of enum.trial@cira.ca ("CIRA")

AND

COUNTRY CODE 1 ENUM LLC a company incorporated under the laws of Delaware and having its principal place of business at McKenna Long & Aldridge LLP, 1875 Lawrence Street, Suite 200, Denver, Colorado 80202 ("ENUM LLC")

WHEREAS the parties wish to set out the terms and conditions for an ENUM Trial (as defined in Paragraph 2(g) below.

NOW THEREFORE in consideration of the mutual promises and covenants herein contained (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), the parties hereby covenant and agree as follow:

1. **Conduct of the ENUM Trial** - Subject to the terms and conditions hereof, the parties agree to conduct the ENUM Trial (defined in Paragraph 2(g) below) and to perform their respective services set out in the main body of this Agreement and in Schedule 1.
2. **Definitions** -
 - (a) "CIRA" means the Canadian Internet Registration Authority, as further defined above.
 - (b) "CIRA Deliverables" means the authoritative nameservers for the 1.e164.arpa zone provided by CIRA for the purposes of the ENUM Trial.
 - (c) "Confidential Information" means information not publicly known or previously known by the receiving party, which is clearly marked at the time of disclosure as confidential or proprietary to either party hereto or is identified as such (with later written confirmation), which may include, without limitation, research, experimental work, trade secrets, computer programs, profitability, business plan, customer information, user information, and financial information.



- (d) "Contact Details" means the names of two contact persons for each Participant Representative (defined in Paragraph 2(m) and the telephone numbers and mailing and e-mail addresses, for each such person.
- (e) "ENUM Information" means all information needed or requested by CIRA in order for CIRA to be able to provide the CIRA Deliverables, including, without limitation, (i) the NPAs assigned to the ENUM Trial within the Country Code 1 North American Numbering Plan for the Participants; (ii) hostnames of Tier 1B nameserver(s); and (iii) the Contact Details for each Participant Representative.
- (f) "ENUM LLC" means Country Code 1 ENUM LLC, as further defined above.
- (g) "ENUM Trial" means the ENUM trial within the Country Code 1 North American Numbering Plan, the terms and conditions of which are set forth in this Agreement, to test architectural, technical, operational and user experience aspects related to the provision of ENUM capabilities, as defined in IETF RFC 3761, and as further described in Schedule 1 attached hereto.
- (h) "Material" means any and all intellectual property produced incident to the establishment or operation of the ENUM Trial, whether produced at the instance of ENUM LLC or at CIRA's own initiative, including any software, data, and any matter which is or may be subject to any patent, copyright, or mark registration.
- (i) "NANP" means North American Numbering Plan.
- (j) "National User" means any corporation, business, entity, organization, or company existing in a Participant country which chooses to participate in the ENUM Trial with the ENUM LLC.
- (k) "NPA" means the Number Planning Areas.
- (l) "Participant" means the United States and any other country within the Country Code 1 that chooses to participate in the ENUM Trial in cooperation with the ENUM LLC and CIRA. NANP member countries that elect to participate in the ENUM Trial separately from the ENUM LLC, shall not be considered "Participants" under this Agreement, and may contact CIRA directly with the required information in order to preserve the national sovereignty rights of each NANP member country.
- (m) "Participant Representative" means that corporation, business, person, agent, entity, organization, or company, that the Participant designates as its representative to interact with CIRA and the ENUM LLC, and that is authorized to act on behalf of the Participant for purposes of the ENUM



Trial. The Participant may choose the ENUM LLC as its Participant Representative.

3. Obligations of CIRA

- (a) CIRA shall provide the CIRA Deliverables.
- (b) CIRA shall delete and promptly destroy all ENUM Trial data contained in the CIRA nameservers, and shall provide written certification of such deletion and destruction to the ENUM LLC, no later than thirty (30) days after completion of the ENUM Trial or termination of this Agreement.
- (c) During the ENUM Trial, CIRA shall provide a periodic status report to the ENUM LLC upon request, and shall document and present a report of its findings to the ENUM LLC at the end of the ENUM Trial or upon termination of this Agreement.
- (d) CIRA shall comply with all applicable law in performing its obligations hereunder, including with respect to each of its actions, as required, performed or directed by it, whether directly or indirectly.

4. Obligations of ENUM LLC

- (a) ENUM LLC shall provide the ENUM Information to CIRA.
- (b) ENUM LLC shall act as the primary point of contact for the Participants, through their Participant Representatives, as well as for the National Users and CIRA.
- (c) ENUM LLC represents, warrants and covenants to CIRA as follows and acknowledges that CIRA is relying upon such representations, warranties and covenants in entering into this Agreement and performing its obligations under this Agreement, that:
 - (i) all ENUM Information, including the Contact Details, provided to CIRA at any time during the ENUM Trial, is accurate to the best of ENUM LLC's knowledge, information and belief;
 - (ii) CIRA has the right to publish the relevant ENUM Information in the DNS for the trial period;
 - (iii) it hereby delegates to CIRA all necessary authority, to the extent required for CIRA to perform its obligations hereunder;
 - (iv) it shall make any necessary corrections to rectify any errors in ENUM Information submitted to CIRA as soon as it becomes aware of same; and



- (v) it shall comply with all applicable law in performing its obligations hereunder, including with respect to each of its actions, as required, performed or directed by it, whether directly or indirectly.
5. **CC 1 Delegation** – CIRA and ENUM LLC agree to request the Participants to seek a temporary delegation of CC 1 to ENUM LLC for a one year period or until the termination of this Agreement, whichever is earlier, pursuant to the procedures as set forth at http://www.mca.net/ENUM/enum_procedures.htm entitled the “ENUM administration *ad interim*”.
6. **Costs** – The parties agree that each party, in all events, shall be responsible for its own costs and expenses of participating in, and otherwise associated with, the ENUM Trial and for satisfying its own obligations pursuant to this Agreement. Neither compensation nor direct financial benefit in relation to this Agreement are required or foreseen for or by any party to this Agreement.
7. **Publication** – Neither party is permitted to directly or indirectly refer to the other party in any press release, public announcement, or any other similar public communication without the explicit written consent by the party who is directly or indirectly referred to in the press release, public announcement, or other similar public communication, such consent not to be unreasonably withheld, conditioned, or delayed.
8. **Term & Termination** This Agreement shall be deemed to have come into force and effect as of the date first written above and shall continue in effect until (i) the expiration of the ENUM Trial (as set out in Schedule 1), or (ii) if no expiration date is set out in Schedule 1, twelve (12) months from the effective date first written above, unless earlier terminated by either party, upon 90 days’ prior written notice.
9. **Warranties** THE CIRA DELIVERABLES AND ALL SERVICES PROVIDED BY CIRA ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OR CONDITION, WHETHER EXPRESS OR IMPLIED, OF ANY KIND. CIRA MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS OF ITS OWN, AND THERE ARE NO OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO THE CIRA DELIVERABLES OR THE CIRA SERVICES PROVIDED HEREUNDER, INCLUDING AS TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION, COMPLIANCE WITH THE REQUIREMENTS OF ANY CONTRACT OR SPECIFICATION, NON-INFRINGEMENT OF THE RIGHTS OF OTHERS, OR ABSENCE OF LATENT DEFECTS; AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE; AND ALL STATUTORY OR OTHER



WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS TO THE SAME OR ANY OTHER EFFECT RELATING TO ANY CIRA DELIVERABLES OR SERVICES PROVIDED HEREUNDER ARE HEREBY WAIVED BY THE PARTIES AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, AND ENUM LLC AGREES NOT TO SEEK OR CLAIM ANY BENEFIT THEREOF.

10. **No Liability** – REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (EVEN IF FUNDAMENTAL BREACH), TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR PROFESSIONAL ADVISORS) BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, ANTICIPATED REVENUE, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT OR SOFTWARE OR LOSS OF DATA, SAVINGS OR GOODWILL, OR ANY COSTS (INCLUDING, WITHOUT LIMITATION, LEGAL FEES), EXPENSES, OR INTEREST RELATED THERETO, UNDER ANY THEORY OF LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR FOR ANY DAMAGES OF ANY TYPE CAUSED BY THE OTHER PARTY'S FAILURE TO MEET ITS RESPONSIBILITIES UNDER THIS AGREEMENT. THE LIMITATIONS OF WARRANTY AND LIABILITY IN THIS SECTION 10 SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE, FAILURE OR LIABILITY IS A RESULT OF A BREACH OF WARRANTY, CONDITION OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. **Intellectual Property** – The parties hereby agree that:
 - (a) To the extent any Material is produced by either party as a consequence of this Agreement, such party shall grant to the other a nonexclusive, perpetual, royalty free license to use all such Material.
 - (b) All findings and results generated by the ENUM Trial shall be considered to be materials in the public domain; provided, however, that this shall not include the user data, including Contact Details, provided by users and entered into the DNS and/or registry/registrar systems during the ENUM Trial which shall be protected pursuant to section 13 herein.
12. **Injunction** - Both parties acknowledge and agree that (a) given the nature of the subject matter of Sections 7, 8, 11, 13 and 14 and the potential consequences of a breach of such Sections, damages would be an inadequate remedy for such a breach; (b) in the event that the non-breaching party seeks an order for specific performance, a mandatory or prohibitory injunction or any other equitable relief in connection with such a breach, such non-breaching party will not be required to



prove that damages are an inadequate remedy; and (c) the breaching party shall not, and hereby irrevocably waives any right it otherwise might have to, plead or in any other manner seek to rely on any contention that damages are or may be an adequate remedy for such a breach.

13. **Privacy and Data Protection** – The ENUM Trial shall be conducted in accordance with all applicable CCI privacy laws, including, but not limited to the federal *Personal Information Protection Electronic Documents Act* (Canada). At the end of the ENUM Trial, any personal information, as defined in the *Personal Information Protection Electronic Documents Act* (Canada), used during the ENUM Trial shall be promptly destroyed upon the completion of the purposes for which such personal information was collected, including, without limitation, all ENUM Trial data contained in the CIRA nameservers, and shall provide written certification of such deletion and destruction to the ENUM LLC no later than thirty (30) days after completion of the ENUM Trial or termination of this Agreement.
14. **Confidential Information** - Except as necessary to perform the obligations set forth in this Agreement or as specifically authorized by the disclosing party in writing, and except as required by law, the party receiving Confidential Information shall not use the Confidential Information or reproduce, use, distribute, disclose, or otherwise disseminate Confidential Information to a third party. Upon the expiration or termination of this Agreement, all Confidential Information in the receiving party's custody, control, or possession shall be destroyed by the receiving party, which shall promptly provide written certification of said destruction the disclosing party.
15. **Governing Law** – This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, but excluding rules of private international law, if any, that would lead to the application of the laws of any other jurisdiction.
16. **Survival** – The following clauses shall forever survive the expiry or termination of this Agreement: Sections 7, 8, 9, 10, 11, 12, 13, 14, 15 and this Section 16.
17. **Assignment** – This Agreement is not assignable.
18. **Consistency** – If the terms of the main body of this Agreement and the Schedule hereto differ, the main body of this Agreement shall govern to the extent of any such inconsistency.
19. **Entire Agreement** - The parties agree that this Agreement has been prepared by both parties and this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes any other agreement or discussion, oral or written, express or implied. No provision of this Agreement, including the terms and conditions set forth in Schedule 1, may be

changed or waived except by a written amendment signed by a signing officer of each party.

- 20. **Severability** - If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

The parties executed this Agreement on the date(s) set out below after having had the opportunity to discuss this Agreement with their legal advisors. Each party represents and warrants that its respective signatory is duly authorized to execute this Agreement on its behalf.

CIRA: _____
 By: Burcotte
 Name: B. BURCOTTE
 Title: President & CEO
 Date: Feb 9 2005

CCI ENUM LLC: _____
 By: Karen N. Mulberry
 Name: Karen N. Mulberry
 Title: Owner
 Date: Feb. 9, 2005

Schedule 1

1. CIRA will, for the duration of the ENUM Trial, act as the Tier 1A Registry and operate the authoritative nameservers and zone files for 1.c164.arpa and as such CIRA will provide the following services in accordance with the Agreement:
 - a) Publish the DNS zone 1.c164.arpa, delegating authority for its subdomains to the appropriate Tier 1B nameserver(s) as provided by ENUM LLC.
 - b) Maintain at least two nameservers for the purpose of supporting 1 (a) of this Schedule 1.
2.
 - a) Commercial and retail end users shall not be a part of the ENUM Trial; and
 - b) Stress testing and performance testing shall not be part of the ENUM Trial.
3. General
 - a) CIRA will not activate an NPA into the ENUM Trial without the written instructions from ENUM LLC to CIRA that ENUM LLC has obtained proper permission of the government responsible for that NPA.
 - b) Each Participant will be assigned a temporary password which shall be sent by CIRA to the email address as provided by ENUM LLC for each Participant to CIRA.
 - c) Upon confirmation and agreement by the Participant to CIRA's terms and conditions as set out below in Schedule 2, CIRA shall issue a permanent password and user id to the Participant to participate in the ENUM Trial.
 - d) The ENUM Trial is limited to assigned geographic NPAs in the NANP serving area only, as defined in the Industry Numbering Committee (INC) NPA Allocation Plan and Assignment Guidelines that are assigned to the ENUM Trial.
 - e) The results of the ENUM Trial may be used by the ENUM LLC to refine the CCI ENUM technical requirements.
4. Term
 - a) For each Participant the ENUM Trial shall run for a period of up to six months. The ENUM LLC and CIRA may agree to extend the ENUM Trial upon written confirmation by both parties.
 - b) The ENUM Trial period shall commence on the day the CCI delegation is received and shall terminate upon the receipt of the permanent CCI delegation or at the end of twelve (12) full months, whichever is earlier.



Schedule 2

ENUM TRIAL PARTICIPANT AGREEMENT

This agreement (the "Agreement") is between you (the "ENUM Trial Participant") and the Canadian Internet Registration Authority having a contact email address of enum.trial@cira.ca ("CIRA").

RECITALS

- A. The ENUM Trial Participant hereby wishes to participate in the ENUM trial within the Country Code 1 North American Numbering Plan to test architectural, technical, operational and user experience aspects related to the provision of ENUM capabilities, as defined in IETF RFC 3761 (the "ENUM Trial"). The Enum Trial is further described in Appendix 1 attached hereto); and
- B. this Agreement sets forth the terms and conditions which govern the ENUM Trial and your participation thereof.

In consideration of the mutual promises and covenants herein contained (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), the parties hereby covenant and agree as follows:

1. **No Publication** - Neither party is permitted to directly or indirectly refer to the other party (or, in the case of the Participant, any other Participant) in any press release, public announcement, or any other similar public communication without the explicit written consent by the party who is directly or indirectly referred to in the press release, public announcement, or other similar public communication.
2. **Term of Agreement** - This Agreement shall be deemed to have come into force and effect as of the time and date when the ENUM Trial Participant has indicated its consent to the terms and conditions hereby by clicking the "I Agree" button. It shall continue in effect for up to twelve (12) months or until either Party has terminated this Agreement by providing thirty (30) days written notice to the other Party, whichever is earlier. Notwithstanding the foregoing, in no event shall this Agreement continue beyond the end of the CCI trial delegation period. Thirty (30) days prior to the end of the ENUM Trial, CIRA shall post a notice on its website and this Agreement shall be terminated upon the expiry of the notice.
3. **Costs** - The parties agree that each party, in all events, shall be responsible for its own costs and expenses of participating in, and otherwise associated with, the ENUM Trial and for satisfying its own obligations pursuant to this Agreement. Neither compensation nor direct financial benefit in relation to this Agreement are required or foreseen for or by any party to this Agreement.
4. **Warranties** - THE CIRA DELIVERABLES AND ALL SERVICES PROVIDED BY CIRA ARE PROVIDED "AS IS" AND WITHOUT



WARRANTY OR CONDITION, WHETHER EXPRESS OR IMPLIED, OF ANY KIND. CIRA MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS OF ITS OWN, AND THERE ARE NO OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO CIRA DELIVERABLES OR THE CIRA SERVICES PROVIDED HEREUNDER, INCLUDING AS TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION, COMPLIANCE WITH THE REQUIREMENTS OF ANY CONTRACT OR SPECIFICATION, NON-INFRINGEMENT OF THE RIGHTS OF OTHERS, OR ABSENCE OF LATENT DEFECTS; AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE; AND ALL STATUTORY OR OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS TO THE SAME OR ANY OTHER EFFECT RELATING TO ANY THE CIRA DELIVERABLES OR SERVICES PROVIDED HEREUNDER ARE HEREBY WAIVED BY THE PARTIES AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, AND THE ENUM TRIAL PARTICIPANT AGREES NOT TO SEEK OR CLAIM ANY BENEFIT THEREOF.

5. **No Liability** – REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (EVEN IF FUNDAMENTAL BREACH), TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR PROFESSIONAL ADVISORS) BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, ANTICIPATED REVENUE, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT OR SOFTWARE OR LOSS OF DATA, SAVINGS OR GOODWILL, OR ANY COSTS (INCLUDING, WITHOUT LIMITATION, LEGAL FEES), EXPENSES OR INTEREST RELATED THERETO, UNDER ANY THEORY OF LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR FOR ANY DAMAGES OF ANY TYPE CAUSED BY THE OTHER PARTY'S FAILURE TO MEET ITS RESPONSIBILITIES UNDER THIS AGREEMENT. THE LIMITATIONS OF WARRANTY AND LIABILITY IN THIS SECTION 5 SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE, FAILURE OR LIABILITY IS A RESULT OF A BREACH OF WARRANTY, CONDITION OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
6. **Intellectual Property** – The parties hereby agree that:

- (a) Any and all intellectual property produced incident to the establishment or operation of the ENUM Trial, whether produced at the instance of Country Code 1 Enum LLC ("ENUM LLC"), the Enum Trial Participant, or at CIRA's own initiative, including any software, data, and any other matter which is or may be subject to any patent, copyright, or mark registration shall be referred to as "Material." To the extent any Material is produced by either party as a consequence of this Agreement, such party shall grant to CIRA and to ENUM LLC a non-exclusive, perpetual, royalty free license to use all such Material.
- (b) All findings and results generated by the ENUM Trial shall be considered to be materials in the public domain; provided, however, that this shall not include the user data, including Contact Details, provided by users and entered into the DNS and/or registry/registrar systems during the ENUM Trial which shall be protected pursuant to section 8 herein.
7. **Injunction** - The parties acknowledge and agree that (a) given the nature of the subject matter of Sections 1, 2, 6, 8, and 9 and the potential consequences of a breach of such Sections, damages would be an inadequate remedy for such a breach; (b) in the event that the non-breaching party seeks an order for specific performance, a mandatory or prohibitory injunction or any other equitable relief in connection with such a breach, such non-breaching party will not be required to prove that damages are an inadequate remedy; and (c) the breaching party shall not, and hereby irrevocably waives any right it otherwise might have to, plead or in any other manner seek to rely on any contention that damages are or may be an adequate remedy for such a breach.
8. **Privacy and Data Protection** - The ENUM Trial shall be conducted in accordance with all applicable CCI privacy laws, including, but not limited to the federal *Personal Information Protection Electronic Documents Act* (Canada). At the end of the ENUM Trial, any personal information, as defined in the *Personal Information Protection Electronic Documents Act* (Canada), used during the ENUM Trial shall be promptly destroyed upon the completion of the purposes for which such personal information was collected, but not later than thirty (30) days after the end of the CCI trial delegation period.
9. **Confidential Information** - "Confidential Information" means information not publicly known or previously known by the receiving party, which is either clearly marked at the time of disclosure as confidential or proprietary to either party hereto or is identified as such (with later written confirmation), which may include, without limitation, research, experimental work, trade secrets, computer programs, profitability, business plan, customer information, user information, and financial information. Except as necessary to perform the obligations set forth in this Agreement or as specifically authorized by the disclosing party in writing, and except as required by law, the party receiving Confidential Information shall not use the Confidential Information or reproduce, use, distribute, disclose, or otherwise disseminate Confidential Information to a third

party. Upon the expiration or termination of this Agreement, all Confidential Information in the receiving party's custody, control, or possession destroyed by the receiving party, which shall promptly provide written certification of said destruction the disclosing party.

10. **Governing Law** - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, but excluding rules of private international law, if any, that would lead to the application of the laws of any other jurisdiction. The courts of the Province of Ontario shall have the non-exclusive jurisdiction to hear any matter arising in connection with this Agreement.
11. **Survival** - The following clauses shall forever survive the expiry or termination of this Agreement: Sections 1, 2, 4, 5, 7, 8, 9, 10, and this Section 11.
12. **Assignment** - This Agreement is not assignable.
13. **Consistency** - If the terms of the main body of this Agreement and the Schedule hereto differ, the main body of this Agreement shall govern to the extent of any such inconsistency.
14. **Entire Agreement** - The parties agree that this Agreement has been prepared by both parties and this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes any other agreement or discussion, oral or written, express or implied. No provision of this Agreement may be changed or waived except by a written amendment signed by a signing officer of each party.
15. **Severability** - If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

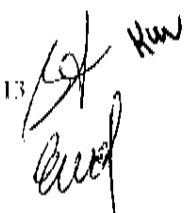


Appendix I

1. CIRA will, for the duration of the ENUM Trial, act as the Tier 1A Registry and operate the authoritative nameservers and zone files for 1.e164.arpa and as such CIRA will provide the following services in accordance with the Agreement:
 - a) Publish the DNS zone 1.e164.arpa, delegating authority for its subdomains to the appropriate Tier 1B nameserver(s) as provided by ENUM LLC.
 - b) Maintain at least two nameservers for the purpose of supporting 1 (a) of this Schedule I.

2.
 - a) Commercial and retail end users shall not be a part of the ENUM Trial;
and
 - b) Stress testing and performance testing shall not be part of the ENUM Trial.

3. General
 - f) CIRA will not activate a Number Planning Area. (an "NPA") into the ENUM Trial without the written instructions from ENUM LLC to CIRA that ENUM LLC has obtained proper permission of the government responsible for that NPA.
 - g) Each ENUM Trial Participant will be assigned a temporary password which shall be sent by CIRA to the email address as provided by ENUM LLC for each Participant to CIRA.
 - h) Upon confirmation and agreement by the ENUM Trial Participant to CIRA's terms and conditions, CIRA shall issue a permanent password and user ID to the ENUM Trial Participant to participate in the ENUM Trial.
 - i) The ENUM Trial is limited to assigned geographic NPAs in the North American Numbering Plan.(the "NANP") serving area only, as defined in the Industry Numbering Committee (INC) NPA Allocation Plan and Assignment Guidelines that are assigned to the ENUM Trial.
 - j) The results of the ENUM Trial may be used by the ENUM LLC to refine the CCI ENUM technical requirements.

Handwritten signatures and initials in the bottom right corner, including a signature that appears to be "K. Mulberry" and another signature that appears to be "H. H. H. H."