

JONES DAY

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6 May 2011

VIA E-MAIL

Arif H. Ali
Crowell & Moring
1001 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2595

Re: Notice of Breach of .JOBS Registry Agreement

Dear Arif:

I write regarding Employ Media's 3 May 2011 Request for Arbitration ("Request") regarding ICANN's 27 February 2011 Notice of Breach letter.

As an initial matter, it is disappointing, and a clear sign of bad faith, that Employ Media utilized its latest extension to the opportunity-to-cure period to draft its Request, rather than working to resolve this matter. What is more, Employ Media is in breach of the parties' agreement to extend the opportunity-to-cure period by failing to provide ICANN with a proposed Charter amendment by 2 May 2011 and discuss that proposal with ICANN before 6 May 2011. These terms were the basis for ICANN agreeing to extend the opportunity-to-cure period; they were explicitly set forth in my 14 April 2011 letter to Brian Johnson; and they were explicitly accepted in your 18 April 2011 email to me. The filing of the Request did not relieve Employ Media of its duty to comply with these terms. It therefore appears that Employ Media has no intention of working cooperatively with ICANN to resolve this dispute. Presuming this is true, ICANN will continue, as appropriate, to pursue its rights under the termination procedures set forth in Article VI of the .JOBS Registry Agreement.

As a procedural matter, we are pleased to see that Employ Media has posted a copy of the Request on its website, and we assume that in doing so Employ Media has waived any confidentiality claims regarding the information contained in the Request or the proceedings before the ICC. It is, however, surprising that Employ Media chose to publicly post the Request after complaining that ICANN's posting of communications between the parties was inappropriate. As we have discussed before, ICANN's posting contained non-confidential information relating to the timing of the parties' discussions; Employ Media's public posting of the Request contained the very information Employ Media has claimed as proprietary and confidential.

It is telling that Employ Media refused to speak directly with ICANN before filing the Request, as I proposed on the morning of 3 May, but then turned around and transmitted a copy

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of the Request directly to ICANN's Board Members along with a recitation of Employ Media's alleged grievances. The cooperative engagement process set forth in the dispute resolution provisions of the .JOBS Registry Agreement is aimed at encouraging good faith discussions in order to avoid litigation. Although Employ Media has claimed to be engaged in this process, the actions of Employ Media, or at least the actions of its attorneys, belie these claims. In any event, given the fact that ICANN is represented by counsel and we are now involved in a formal dispute resolution process, I ask that you, and anyone acting under your direction, including Employ Media, communicate with ICANN's counsel, rather than directly to ICANN's Staff or Board Members.

In closing, and as you and I have discussed previously, the terms on which ICANN based the latest extension were geared towards reaching an amicable resolution of this matter and avoiding costly legal fees associated with arbitration or litigation. All previous efforts have sought an open dialogue with Employ Media in the hope of bringing its actions in line with its representations, and ICANN still believes that this is possible without spending extraordinary legal fees. As such, I again request a meeting among the business persons involved in this matter to discuss potential resolutions before spending more of ICANN's funding on unnecessary litigation. If Employ Media is willing to engage in such discussions, please let me know when your client is available on Thursday of next week.

Should you have any questions, please do not hesitate to call me. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric P. Enson', with a long horizontal flourish extending to the right.

Eric P. Enson

cc: John O. Jeffrey
Amy A. Stathos
Samantha Eisner
Jeffrey A. LeVee
Brian Johnson
John Murino