



The Internet Corporation for Assigned Names and Numbers

14 March 2005

Via Email

Thomas Barrett
EnCirca, Inc.
100 Red Gate Lane
Reading, Massachusetts 01867

Re: EnCirca's "ProForwarding Service"

Dear Tom,

ICANN is concerned about EnCirca's "ProForwarding Service" since it seems to violate the spirit of having "restricted" Top-Level-Domains such as .PRO. .PRO domains are intended to be restricted to "persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services" (.PRO Registry Agreement, Appendix L, <<http://www.icann.org/tlds/agreements/pro/registry-agmt-appl-30sep04.htm>>).

EnCirca's ProForwarding Service <<http://www.encirca.biz/html/proforwarding.shtml>> seems designed to circumvent these restrictions by allowing anybody to obtain "the full benefits of domain registration" in .PRO without having any professional credentials.

In order to conduct a comprehensive review of this service, we would like to exercise our rights under section 3.4.3 of EnCirca's Registrar Accreditation Agreement to review EnCirca's registration records. Please prepare to make the following data available to ICANN for all .PRO domains registered by EnCirca:

1. The submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the .PRO registry operator;
2. Copies of all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with .PRO registrants, including registration contracts; and
3. Records of the accounts of all .PRO registrants, including dates and amounts of all payments and refunds.

Pursuant to RAA section 3.4.3, ICANN will treat these records as confidential and will not disclose the content of the records to any third parties.

Please provide these records in whatever form is most convenient for you, at your earliest opportunity. It would be most convenient for ICANN if EnCirca could provide copies of the

Letter to Thomas Barrett
14 March 2005
Re: Data Inspection Request
Page 2

records electronically, and prior to 11 April 2005. If that would not be feasible, we will arrange to visit EnCirca's offices to inspect the records in person at any time convenient to you during the week of 11 April 2005.

Thank you for your attention. We look forward to your prompt cooperation with this request.

Sincerely,

Tim Cole
Chief Registrar Liaison
Internet Corporation for Assigned Names and Numbers

cc: Michael DelCiello
Kurt Pritz
John Jeffrey

Appendix: Registrar Accreditation Agreement Section 3.4

3.4 Retention of Registered Name Holder and Registration Data.

3.4.1 During the Term of this Agreement, Registrar shall maintain its own electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within each TLD for which it is accredited. The data for each such registration shall include the elements listed in Subsections 3.3.1.1 through 3.3.1.8; the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and any other Registry Data that Registrar has submitted to the Registry Operator or placed in the Registry Database under Subsection 3.2.

3.4.2 During the Term of this Agreement and for three years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry Operator(s) and Registered Name Holders:

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry Operator(s);

3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registered Name Holders with Registrar, including dates and amounts of all payments and refunds.

3.4.3 During the Term of this Agreement and for three years thereafter, Registrar shall make these records available for inspection and copying by ICANN upon reasonable notice. ICANN shall not disclose the content of such records except as expressly permitted by an ICANN specification or policy.