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July 23, 1996

Courtney H. Bailey, Esq.
Arter & Hadden
1801 K Street, N.W./Suite 400K
Washington, DC 20006-1301

Re: Agreement


Dear Ms. Bailey:

Enclosed for your file is a copy of the fully executed Agreement between our respective clients, the United States Olympic Committee (the "Committee") and Network Solutions.

As is clear from subsequent actions, both parties, with the assistance of counsel, are fully abiding by the Agreement. Further, Network Solutions has taken the added step of blocking domain name registration of the literal words "Olympic", "Olympiad" and "Citius Altius Fortius", consistent with 36 U.S.C. § 380(a). Please recall, however, that it is the Committee, not Network Solutions, who must remain vigilant in safeguarding its insignia from unauthorized registration and use on the Internet.

On behalf of my client, I also want to thank you personally for your cooperation and assistance. Your entire approach to the Committee's situation in this matter has resulted in timely action and, to date, not one law suit. You are a very fine attorney.

Sincerely,


Philip L. Sbarbaro
General Counsel to
Network Solutions

Enclosure

AGREEMENT

THIS AGREEMENT is made between the United States Olympic Committee and Network Solutions, Inc., effective upon the date executed by the final party.

Recitals

WHEREAS, the United States Olympic Committee ("the Olympic Committee") is a non-profit, Congressionally-chartered corporation charged with the duty to finance the United States' participation in the Olympic games and to protect the symbols, emblems, trademarks and names (collectively referred to as "Olympic Committee Insignia") of the Olympic Committee.

WHEREAS, Network Solutions, Inc. ("Network Solutions") is responsible for assigning and registering second-level Internet domain names to users of the Internet;

WHEREAS third-party registrants have registered second-level domain names which incorporate Olympic Committee Insignia without the authorization and approval of the Olympic Committee;

WHEREAS Title 36 Section 380 of the United States Code (The Amateur Sports Act, 36 U.S.C. Sec. 380) specifically prohibits the unauthorized use of such Olympic Committee Insignia.

The parties hereto agree as follows:

1. Notification. Upon formal written notification from the Olympic Committee that a third-party has registered a second-level domain name which incorporates Olympic Committee Insignia protected under The Amateur Sports Act without the authorization of the Olympic Committee, Network Solutions will, in turn, notify the third-party registrant that said domain name will be deleted within five (5) business days. Network Solutions will further notify the third-party registrant that the registrant may select an alternative domain name without additional cost within the designated five days. Network Solutions reserves the right to decline to delete any given domain name.

2. Co-Defense. If, as a result of the actions taken by Network Solutions in compliance with this Agreement, the third-party registrant files suit against Network Solutions, and such suit contains claims relating to the application of the Amateur Sports Act, the Olympic Committee hereby agrees (a) to intervene pursuant to Federal Rule of Civil Procedure 24(a), or similar state procedure, and appear as a party to the suit, and (b) to prepare and present all authorities and arguments pertaining to the applicability of the Amateur Sports Act to the case at bar. The Olympic Committee's duty to defend claims relating to the application of The Amateur Sports Act includes any necessary appeals and applies even if any of the allegations of the suit are groundless, false, or fraudulent.

3. Indemnification. The Olympic Committee shall indemnify and hold Network Solutions harmless from and against those damages awarded against Network Solutions based on a determination that The Amateur Sports Act is inapplicable to the third-party registrant's domain name. Notwithstanding the above, the Olympic Committee shall not be obligated to indemnify Network Solutions for any attorneys fees or costs it may incur in defending a suit initiated by a third-party registrant.

4. Termination. This Agreement may be terminated at any time by either party for any reason upon thirty (30) days written notice.

FOR: UNITED STATES OLYMPIC
COMMITTEE

NETWORK SOLUTIONS, INC.

ARTER & HADDEN

By: 
James L. Bikoff

Title: Partner
Date: July 12, 1996

By: 

Title: Internet Business Manager
Date: July 12, 1996