



Elliot Noss  
President & CEO  
Tucows Inc.  
96 Mowat Avenue  
Toronto, Canada  
M6K 3M1  
t. 416.535.0123  
f. 416.531.1257

December 12, 2001

Mr. Champion Mitchell  
Executive VP & General Manager  
VeriSign Registrar  
21355 Ridgeto Circle-MS 205-3-1  
Dulles, Virginia  
20166

*Via Fax & Email*

Re: Domain Name Transer Request Between  
Tucows Inc. and the VeriSign Registrar

Dear Mr. Mitchell:

This letter is in response to yours of November 29, 2001. I will deal with a number of matters of form below, but I thought it best to start with some conceptual differences our companies have in the hopes of making some constructive progress on this very important issue. To do so, I will start at the end.

It appears to Tucows that our two companies have very different views on what constitutes "slamming", its prevalence and how it should be remedied. Late in the above-noted communication you provide four examples of what it appears you would consider "slamming". These four are enucleus.com, dreambed.com, mikereid.com and paulrodgers.com. You use these four examples to "demonstrate Tucows' abuse and exploitation of the transfer process to the detriment of consumers".

It is my understanding that each of these four names had a request for transfer emanating from the administrative contact as listed in the Verisign WHOIS record. Each of these four names responded to the transfer confirmation sent to the administrative contact as listed in the Verisign WHOIS record. As the transfers were successfully processed and we are unaware of any recent change in your policy, the administrative contact at each of these names must have also responded positively to your redundant confirmation of the transfer request. While I cannot say what initiated your request to reverse the transfers in question, I can say that your compliance department requested that our compliance

department provide evidence of the transfer confirmation. Same was provided, despite the obvious redundancy of the request given that you already had the same confirmation by definition.

Verisign's request for a back-end transfer suggests that the registrar is making a factual determination in a dispute between parties; a deliberation Tucows seeks to avoid. Tucows is typically willing to assist in effecting a transfer back but is not prepared to expose itself to liability. Hence this company's reasonable, and in my opinion not remotely absurd, request for indemnification.

In summary, the four situations you raise are all situations where the proper party, according to Verisign historical practice and Verisign records, initiated, approved and confirmed the transfer and the details of same were provided by the gaining registrar. Was this, in your opinion, slamming?

We now get to the crux of the disagreement between our two companies. Tucows does not believe there is a "slamming problem". We believe that, in the relatively few cases where a true fraud is perpetrated, the industry does an extremely good job of self-policing. You seem to suggest a more widespread problem. I am quite prepared to allow you to demonstrate this point to me. I invite you to provide specific situations that we can review together in a private forum. I look forward to this process.

You do not believe that your current practices requiring repeated requests or confirmation of transfers causes difficulty for registrants. Tucows feels differently. We have thousands of situations where this has resulted in significant customer confusion and problems. We note that the public record (the ICANN website, the public response to the Verisign correspondence on this issue, Slashdot.org, ICANNWatch and our customer discussion lists just to name a few) is all of one voice. The Registrar Constituency voted 36-3 on this issue with all three negative votes cast by Verisign.

We believe that transfer policies should protect the rights and security of registrants and that these goals need not hinder freedom of movement and customer choice.

Tucows' position, and we believe the clear position of ICANN, the rest of the registrar community and the broader Internet community as evidenced by the public record is clear and rests on three policies. First, the gaining registrar is the party responsible for obtaining the consent of the registrant. Second, the losing registrar can request confirmation of that request from the gaining registrar. Third, failure of a registrant to re-confirm the transfer request to the losing registrar IS NOT ALONE grounds for refusal to transfer. We believe this is exactly what Louis Touton said in his letter of August 27, 2001.

Perhaps it would be helpful to describe what Tucows believes the rest of the domain world is experiencing. The most common practice, and the one that is most frustrating for registrants, ISPs, Web Hosting companies and other registrars is one where a transfer fails once or twice for "technical" reasons (confirmation claimed to not be received, not

sent properly or any other of a myriad of reasons) and then falls into an "unpaid" status according to your records. Now the registrant has two choices: lose the domain name or pay you \$35 to renew, DESPITE their clear expressed intention to no longer do business with you.

I invite you, as I have invited Roger Cochetti and Bruce Beckwith of your office on numerous occasions, to review the vast number of incidents that we have documented.

We do not believe that your response addressed the specific issue raised in our letter to Verisign Global Registry Services (VGRS). Tucows asserted that Verisign was denying domain name transfers solely upon the basis that the registrant had not re-confirmed the transfer request. In response you state "The Verisign Registrar does not deny domain name change of registrar transfers in the authorization context unless it has an adequate reason for believing that the Registered Name Holder has not authorized the transfer...". Our complaint is that you are not providing this reason. Merely stating that you have one is not sufficient and is circular logic. Mr. Touton has been explicit. Failure to receive re-confirmation IS NOT alone grounds for refusing a transfer.

For clarity, you state that we requested the transfers in question without authorization. We received the initial authorization on October 15, and received more and more detailed authorizations (trying to jump through your "form" hoops) on October 17 and 22, 2001.

We also note that the reason your office provided to Tucows by email on October 25 was that "the transfers failed due to the admin contact not keeping valid contact information on file. They have their emails listed as "no.valid.email@worldnic.net". Ultimately with the bad email address the admin contact failed to respond to the request for transfer". We cannot help but note the irony; the aforementioned email address is one introduced by Verisign when, as the monopoly, it failed to secure complete information from registrants. At the very least, the explanation you have provided illustrates the failure of Verisign to ensure that all WHOIS information is kept accurate and current. If there are "adequate reasons" we ask that you provide them.

Next, we note that while Verisign indicated that a notarized document would suffice as a substitute for the email authorization in process by Verisign, Verisign never requested that Tucows produce a valid form of authorization confirming the intent of the registrant as per Tucows obligation to Verisign under the RRA. Your request contained in the letter dated November 29, 2001 was the first such request. We do note in this regard that you refer to a letter dated September 10, 2001. We are not in receipt of any letter of this date.

While you note that the names in question were finally transferred to Tucows on November 9, 2001, they were denied at least two times prior in each case. Although we may have been successful in the end, securing these transfers required an inordinate and unnecessary expenditure of time and effort.

There are a number of claims you make in your letter that perhaps can help to bridge the gap between us. You talk about "documented cases of fraudulent and unauthorized

transfers" a number of times. I have asked Messrs. Cochetti and Beckwith on numerous occasions and both publicly and privately, to present us with some of these cases. If there are truly numerous cases of this nature we are very interested in determining their nature and how they can best be presented going forward.

I am not sure if I should take seriously your suggestion that Tucows should be responsible for actions taken by one division of Verisign against another. I find this suggestion absurd.

Mr. Mitchell, you speak of your efforts to work with us in this matter. As someone who has spent more time than I care to think of dealing with this, I can tell you that my perspective has been that all your efforts have been spent justifying your actions and none have been spent working towards a solution. My plea to you is to be different. I repeat my invitation above: Help me understand your concerns, their roots and the harm done and I will listen with an open mind. I will try and help you understand the pain and difficulty your actions are causing. I hope together we can demonstrate leadership allowing both of us to focus on more productive elements of our respective businesses.

Yours Very Truly,

Elliot Noss  
President/CEO

*cc: Louis Touton, ICANN  
Herb Hribar, Verisign, Inc.  
Ross Rader, Tucows Inc.  
Brenda Lazare, Tucows Inc.*