

Letter of Intent
DotHealth, LLC
And
National Association of Boards of Pharmacy

This Letter of Intent is entered into this 28 day of February, 2012, between DotHealth, LLC (“DotHealth”) and the National Association of Boards of Pharmacy (“NABP”), collectively the Parties.

Preamble

DotHealth and NABP enter into this Letter of Intent to develop a working relationship with the goal of establishing mutually acceptable and agreed upon operating principles, standards for operation, collaborative operational efforts, collaborative marketing and promotional efforts, enforcement policies and governance procedures for the development, implementation and commercialization of the .health and .pharmacy top level domains (“gTLDs”).

Operating Principles

DotHealth and NABP agree to cooperate on the development of mutually acceptable Operating Principles that set forth the mission and objectives of the .health and .pharmacy new gTLDs. These principles shall be cohesively structured for both gTLD registries to affirm and reinforce the Parties shared commitments to ensuring that end users are able to obtain safe and useful products, trustworthy information, and services, and to ensure the mitigation of risks and abuse faced by rightsholders and other registry stakeholders. Such Principles will also guide the development of specific policies, requirements and standards, including and not limited to specific criteria for registrant eligibility and transparency as part of domain name registrations, and terms for acceptable use.

Standards of Operation, Polies and Governance Procedures

DotHealth and NABP agree to work towards developing a minimum set of standards of operation, policies and governance procedures that define and distinguish the qualifications for entities to register and utilize domains within the .health and .pharmacy gTLD’s. While it is acknowledged and accepted by both parties that variances will exist as part of each registry’s

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respective registration eligibility criteria, seek to either deny or inhibit the registrations of illegal or mal-intended entities whose use of the .health or .pharmacy domains could result in the harm, misleading, and/or abuse of consumers and at-large Registry stakeholders. Associated criteria for eligibility and compliance shall address areas including, but not limited to, the legality of the applicant and the operations, products, services or information offered, physical location of the site and corporate headquarters (if applicable), principal individuals owning or involved in the management and operation of the site, affiliated sites and operations, and any activities that would negatively affect or impact .health, .pharmacy, DotHealth, or NABP.

DotHealth and NABP shall also collaborate to develop and mutually agree on a common set of policies and standard operating procedures for revoking a registrant's continued use of health and .pharmacy domains as a result of their failure to comply with the standards for operation and terms for acceptable use

Collaborative Operations

DotHealth and NABP agree to review and implement operations and vendors, where practical, that facilitate the individual operations and governance of .health and .pharmacy. The parties agree that a joint approach would provide economies of scale of other beneficial attributes that may not be available if operated independently. Examples include but are not limited to contracting with the same back-end registry service provider (Neustar), contracting with the same enterprise site monitoring and evaluation service (LegitScript).

Collaborative Marketing and Promotional Efforts

DotHealth and NABP agree to explore the possibility of joint marketing and promotional efforts for .health and .pharmacy. In conjunction with their respective launches and continued operations, The Parties shall use commercially reasonable efforts to identify and agree on a series of strategies and tactics that may include co-branding on the Parties respective web sites and social media channels, public relations and publicity announcements, advertising, blogs, joint-marketing at targeted industry conferences or trade show events, traditional and online advertising, search engine marketing and others.



Financial and Other Commitments

DotHealth and NABP will consider contributed finances from DotHealth to support collaborative marketing and promotional initiatives and campaigns in return for a mutually agreed upon revenue sharing arrangement.

Term and Termination

This Letter of Intent shall be effective as of the last execution date below ("Effective Date"), and shall continue for a period of one year unless earlier terminated for good reason by either Party, or in the event of either party's breach of and of the terms and conditions contained herein, and/or those as previously agreed by the Parties.

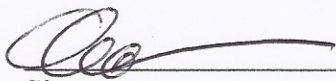
For the purposes of this agreement, termination for "good reason" is defined as the inability of either party to successfully achieve delegation of the gTLD registry operator rights from ICANN ("the delegation milestone") in conjunction with each other's respective gTLD applications for .health (DotHealth) and .pharmacy (NABP) during the agreement term.

Pursuant to the collaboration as described and contained herein, and prior to launching the gTLDs, the Parties will work diligently and in good faith to develop, negotiate and execute a mutually acceptable Definitive Agreement ("Definitive Agreement") which shall further set forth the terms and conditions of the cooperation between the parties as described herein.

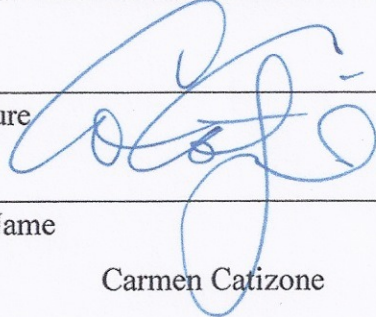
IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first above written.

DotHealth, LLC

National Association of Boards of Pharmacy



Signature



Signature

Andy Weissberg

Print Name

Carmen Catizone

Print Name

Chief Executive Officer

Print Title

Executive Director

Print Title

2/28/12

